

**CORPORATION OF THE CITY OF COURTENAY
COUNCIL MEETING AGENDA**

DATE: February 20, 2017
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt February 6, 2017 Regular Council meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

1. Wendy Lewis – MNP Business Leaders Survey

4.00 STAFF REPORTS/PRESENTATIONS

Pg #

(a) CAO and Legislative Services

1. Inspector Tim Walton – RCMP Fourth Quarter Statistics
- 1 2. RCMP Storage Building Lease

(b) Recreation and Cultural Services

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3. Glacier Heritage Power and Equipment Club Letter of Understanding

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

39

1. Briefing Note – Findings of Select Committee on Tree Protection & Management Bylaw No. 2850

7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

8.00 RESOLUTIONS OF COUNCIL

In Camera Meeting:

That notice is hereby given that a Special In-Camera meeting closed to the public will be held February 20, 2017 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

-90 (1) (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.

9.00 UNFINISHED BUSINESS

1. Delegation from February 6, 2017 meeting – Opioid Overdoses and Prevention

Requests from Island Health:

- Support Island Health in the efforts to address illicit overdoses in the Comox Valley.
- Acknowledgement and support in principle for work of the Comox Valley Overdose Prevention and Management Working Group.
- Provide a City staff member as participant on the CV OD Prevention and Management Working Group.

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

- 47 1. Councillor Frisch – High Ground Conference
- 59 2. Comox Valley RCMP re: 2017 Performance Plan Consultation

12.00 BYLAWS

For Third Reading and Final Adoption

- 61 1. “Zoning Amendment Bylaw No. 2864, 2017”
(To rezone the property located 1066 Evergreen Avenue for a secondary suite)

13.00 ADJOURNMENT



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: RCMP Storage Building and Compound Lease

File No.: 2380-20 RCMP
Date: February 20, 2017

PURPOSE:

The purpose of the report is to request approval for the lease of municipal property for use by the RCMP.

POLICY ANALYSIS:

The *Community Charter*, section 26 authorizes the City to lease any real property held or owned by the City. Council is responsible for approving and authorizing the execution of such leases.

CAO RECOMMENDATIONS:

That based on the February 20, 2017 staff report, "RCMP Storage Building and Compound Lease", subsequent to the publication of notice, Council approve Option 1 and authorize the attached lease with the Comox Valley RCMP for at term of five years with two additional five year options to renew, with respect to the municipally owned property located at 721 B Grant Avenue on lands having a legal description of PID: 026-731-681 Lot 2, Plan VIP81287, Section 61, Comox Land District; and

That the Mayor and the Director of Legislative Services be authorized to execute the lease on behalf of the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

In 2004, the City acquired the old Courtenay High School site which included the school's original Carpentry shop. The building has two separate areas, one of which is currently occupied by the Civic Properties Maintenance Trades Division. Since 2008, the other side has been leased to the local RCMP detachment for equipment storage along with an outdoor fenced compound. The lease will be expiring at the end of this month with no further renewal options.

The long term proposed use of the property is to construct a new RCMP building.

DISCUSSION:

The RCMP has requested the City to continue leasing the building and storage compound for an additional five year term with several five year renewal options.

A termination clause has been included in the lease to ensure termination rights if the new RCMP building project should proceed.

Council is required to dispose of municipal property at market value pursuant to section 25 of the *Community Charter*. The fair market rent is \$6 PSF per annum with a two percent increase each year for the building storage space and \$2.28 PSF per annum for the outdoor fenced compound with a two percent increase each year.

FINANCIAL IMPLICATIONS:

Should Council approve the lease, the annual rental revenue will be \$13,944 per year increasing by 2% thereafter.

ADMINISTRATIVE IMPLICATIONS:

The lease will be administered through the Department of Legislative Services. There will be minimal staff time required to oversee the lease.

ASSET MANAGEMENT IMPLICATIONS:

The building is currently on the City's building asset registry and is currently being assessed as part of the Asset Management Process.

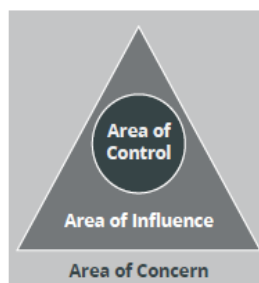
After the assessment, should the Asset Management Working Group identify to Council the recommendation to dispose of this asset, the termination clause identified earlier will permit Council to approve the capital disposition and remove the asset from service.

STRATEGIC PRIORITIES REFERENCE:

The following section of the City of Courtenay 2016-2018 Strategic Priorities applies:

We invest in our key relationships

- We will continue to engage and partner with service organizations for community benefit



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

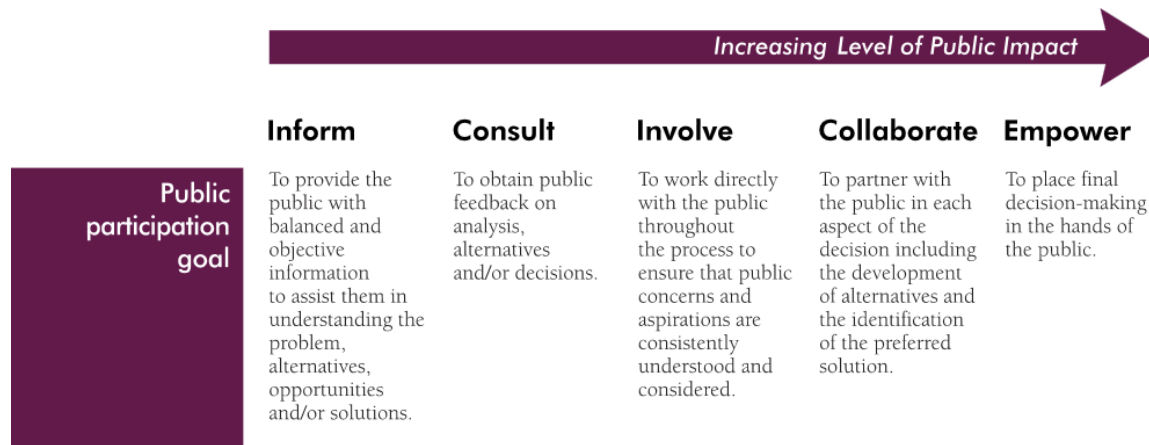
Not referenced.

REGIONAL GROWTH STRATEGY REFERENCE:

Not referenced.

CITIZEN/PUBLIC ENGAGEMENT:

With the disposition of land, council is required to post notice in local newspapers pursuant to section 26 of the *Community Charter*. This notice will inform the public as identified in the *IAP2 Spectrum of Public Participation*.



OPTIONS:

Option 1: Subsequent to the publication of notice, Council approve Option 1 and authorize the attached lease with the Comox Valley RCMP for at term of five years with two additional five year options to renew, with respect to the municipally owned property located at 721 B Grant Avenue on lands having a legal description of PID: 026-731-681 Lot 2, Plan VIP81287, Section 61, Comox Land District; and
That the Mayor and the Director of Legislative Services be authorized to execute the lease on behalf of the City.

Option 2: Council not approve the lease and direct staff to find another tenant.

Option 3: Council not approve the lease, request the RCMP vacate the building and keep the asset vacant.

Prepared by:

John Ward, CMC
Director of Legislative Services/Deputy CAO

Attachment: A – Lease Document



**Royal Canadian
Mounted Police**

**Gendarmerie royale
du Canada**

E2472 BU 848

THIS LEASE dated for reference the 30th day of January, 2017.

BETWEEN

The City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7

(hereinafter referred to as the "Lessor")

AND

HER MAJESTY THE QUEEN in Right of Canada,
As represented by the Minister responsible for
The Royal Canadian Mounted Police
#909-14200 Green Timbers Way
Surrey, BC V3T 6P3

(hereinafter referred to as the "Lessee")
(hereinafter referred to jointly as the "Parties")

WHEREAS:

- A. the Lessor is the registered owner of the lands legally described as District Lot 2, Section 61, Comox District Plan 81287, Courtenay, British Columbia, and having a civic address of 721B Grant Avenue, Courtenay, BC;
- B. the Lessee wishes to occupy a storage building and a parking compound at the said location; and
- C. the Parties have agreed to enter into this Lease.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained, the Parties hereby covenant and agree each with the other as follows:

1. Leased Premises, Ingress and Egress

- 1.1. The Lessor does hereby demise and lease unto the Lessee a Premises which, for the purpose of this Lease, is approximately 331 square metres of a storage building and a fenced parking compound.

(hereinafter referred to as the "Premises")

- 1.2. Notwithstanding the foregoing or subsequent, the Premises is leased "as is".
- 1.3. Together with the right of ingress and egress for the Lessee's employees, servants, agents, customers and invitees, and the use of common loading and stopping areas in and about the lands and Premises as they may apply.

(hereinafter referred to as the "Common Areas")

2. Term

- 2.1. The Lease shall be for a term of five (5) years commencing on the 1st day of March, 2017, and terminating on the 28th day of February, 2022.
- 2.2. The Lessor hereby grants to the Lessee the right to extend this Lease for two (2) additional terms of five (5) years on all the same terms and conditions contained herein save and except this covenant to renew, and that the rent shall be renegotiated to the mutual acceptance of both Parties. The exercise of this covenant to extend shall be by written notice to the Lessor not less than ninety (90) days prior to the expiry of this Lease tenure herein created.
- 2.3. The Parties hereby grant one another the right to early termination of this Lease Agreement without penalty; however, notice of termination shall be given in writing three (3) months prior to the date of vacating the Premises and in any event no such notice of termination shall be given until the expiration of one (1) year from the date of commencement.
- 2.4. If upon the expiration of the term of this Lease, the Lessee continues to occupy the Premises without any express agreement as to a new term, the Lessee shall be a monthly occupant only at a monthly rent equal to the instalments of rent hereby reserved and otherwise on the same terms and conditions set forth in this Lease insofar as the same are applicable to a month to month tenancy. The month to month tenancy shall not exceed twelve (12) consecutive months.

3. Rent

- 3.1. For the term hereby created, the Lessee agrees to pay in accordance to Schedule "A", payable on or in advance of the first day of each and every month.

4. Assignment

- 4.1. The Lessee may assign this Lease or sublet all or any part of the Premises with the written consent of the Lessor, which may not be arbitrarily or unreasonably withheld.
- 4.2. The Lessor shall not assign this Lease without the prior written consent of the Lessee, which may not be arbitrarily or unreasonably withheld. However, in the event that the Lease is assigned by the Lessor to a party unacceptable to the Lessee, and if a compromise acceptable to both Parties cannot be reached, the Lessee shall have the

right to terminate this Lease, or any renewal thereof without penalty, effective the date of such assignment.

- 4.3. The assignee agrees to accept all terms and conditions specified in this Lease for the entire term and any renewal thereof.

5. Leasehold Improvements

- 5.1. Subject to sections 5.2, 5.3 and 5.4, the Lessee shall, from time to time and after the date of this Lease or any renewal thereof, be entitled to make:
- (i) by the Lessor, pursuant to section 5.2; and/or
 - (ii) by any independent contractor, provided such contractor meets the Lessor's contractor requirements, as attached in Schedule "D", and such requirements are provided to the Lessor for approval prior to improvement commencement. The Lessor shall not unreasonably withhold such consent and its contractor requirements shall not restrict the Lessee's contractor so as to cause sole sourcing, and pursuant to any agreement which may be entered into by and between the Lessee and such contractor.

such improvements in and to the Premises, the appurtenances thereof and facilities therein, as will in the judgement of the Lessee better adapt the Premises to the uses of the Lessee, and if any such improvements are to be made by any independent contractor, the Lessor shall, for such purpose, permit such contractor, the contractor's subcontractors and their respective employees, servants and agents to enter the Premises.

- 5.2. No changes, alterations, additions or improvements to any of the heating, air conditioning, electrical and plumbing systems, roof, partition walls, and bearing walls of the building shall be made without the prior written consent of the Lessor. The Lessor shall not unreasonably withhold such consent.
- 5.3. If the Lessee elects to have the Lessor carry out leasehold improvements to the Premises, the Lessor hereby covenants to undertake and complete the Lessee's improvements in any part of the Premises as may be required by the Lessee during the term and for such purpose to enter into one or more "Sub-agreement(s) for Leasehold Improvements", with the Lessee, a specimen of which is attached to this Lease and marked as Schedule "C".
- 5.4. Pursuant to section 5.3, the Sub-agreement(s) for Leasehold Improvements shall be prepared by the Lessee at the Lessee's expense and shall be executed by the Lessor and the Lessee.

6. Lessee Covenants

- 6.1. The Lessee covenants with the Lessor as follows:

- (a) to pay the rent hereby reserved in the manner and on the days specified herein subject to any other provisions contained in this Lease;
- (b) to permit the Lessor or its authorized agent at all reasonable times and by prior arrangement, subject to the Lessee's security requirements, to enter for the purposes of examining the state of repair of the Premises and making repairs thereto;
- (c) to maintain and ensure that the interior of the Premises are kept in a clean and sanitary condition; and
- (d) to arrange for annual inspections to ensure the facility meets all safety requirements and to provide a report to the Lessor.

7. Lessor Covenants

- 7.1. The Lessor represents that the Premises are now in good state of repair and in tenantable condition to the satisfaction of the Lessee, and at all times during the term, will keep the Premises in good state of repair which includes all structural repairs, exterior or interior, and infrastructures including, but not limited to as they may apply, water, sewer, electrical, gas, or any such repairs which may be associated with the building structure or fixtures supplied by the Lessor, and to promptly, according to notice, make repairs as a prudent owner would and to not unreasonably withhold permission to allow the Lessee or Her agent to make the said repairs and the cost of such repairs will be paid by the Lessor.
- 7.2. In addition to section 7.1, the Lessor covenants that all provisions set forth in the "Standards for the Premises", hereto attached as Schedule "B", have been fully complied with and shall continue to be fully complied with throughout the term and any renewal thereof.
- 7.3. The Lessor shall pay all taxes, rates, duties, assessments and levies whatsoever now or hereafter levied upon the lands and the buildings, or either of them, or any part thereof, or arising out of any use or occupation of the lands and the buildings, payable by the Lessor including, without limiting the generality of the foregoing, all works assessed upon the property benefited thereby and all school business, local improvement taxes, rates, assessments and levies.
- 7.4. The Lessor shall provide to the Lessee a complete current list of names, telephone numbers and addresses of the Lessor's employees, servants and agents who may be contacted at any time in the event of emergency or failure of any service provided by the Lessor, as herein specified, for the purpose of making repairs as may be required to restore such services.

8. Laws

- 8.1. The Parties agree to well and truly observe and fulfill the provisions and requirements of all statutes, regulations, by-laws, rules, orders and instructions, regulations or other

requirements of any government authority having jurisdiction.

9. Insurance

- 9.1. The Lessor and Lessee both agree to carry all insurance or other means of protection necessary, including self-funded insurance, to cover the terms of this Agreement.
- 9.2. Liability coverage for the Lessee is provided by the Government of Canada in accordance with the *Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50*.

10. Indemnification

- 10.1. The Lessee hereby releases the Lessor and its elected officials, officers, employees, contractors, agents, successors and assigns from and against any and all liabilities, damages, costs, claims, suits, or actions, which the Lessee may have, now or in the future, in relation to this Lease, the Premises or the Lessee's use or occupancy of the Premises.
- 10.2. Save and except for the negligence of the Lessor, its elected officials, officers, employees, contractors, agents, successors and assigns, the Lessee will and hereby do indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits, or actions, including, without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever, directly or indirectly arising from:
- (a) any breach, violation, or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed;
 - (b) any act, omission, or negligence of the Lessee, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees, or others for whom it is responsible;
 - (c) any gas, oil, or other such spill or leak caused from the use of the Premises which may cause contamination to the environment or otherwise contravene the Waste Management Act, [RSBC 1996] CHAPTER 482;
 - (d) any damage to property occasioned by the Lessee's use and occupation of the Premises, or any injury to person or persons, including death, resulting at any time from the Lessee's use and occupation of the Premises; or
 - (e) the granting of this Lease, and this indemnity shall survive the expiry or sooner determination of this Lease.
- 10.3. Subject to the *Financial Administration Act (Canada)*, R.S.C. 1985, c. F-11. as amended, the Lessee agrees to indemnify and save harmless the Lessor from and against and claims, actions, causes of action, loss, expenses, and costs whatsoever, arising from default by the Lessee of any of its covenants under this Lease AND from any liability for reasonably foreseeable personal injury, loss of life, or damage to property arising out of

the occupancy or omission of the Lessee's employees, servants and agents while acting within the scope of their duties or their employment, except to the extent that the same are caused by any negligent act or omission of the Lessor, its officers, employees, agents, tenants or any person acting legally on its behalf.

11. Environmental Representation and Warranties

11.1. The Lessor represents and warrants to the Lessee as follows:

- (a) The Premises and the lands on which the Premises is located, in their existing and prior uses comply with, and the Lessor is not in violation of and has not violated, in relation to its ownership, use, maintenance or operation, any applicable federal, provincial, municipal or local laws, regulations, orders or approvals relating to environmental matters;
- (b) There are no orders or directions relating to environmental matters related to the Premises and the lands on which the Premises is located;
- (c) To the knowledge of the Lessor, no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been discharged into the environment, or deposited, discharged, placed or disposed of at, on or near the Premises and the lands on which the Premises is located; and
- (d) The Lessor shall indemnify and save harmless the Lessee, Her employees, agents, contractors, and all those for whom the Lessee may in law be responsible, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whosoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the breach of any representation and warranty contained herein.

12. Environmental Compliance

- 12.1. The Lessee shall use and manage the Premises in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdiction pertaining to the environment, health and welfare, and occupational safety.
- 12.2. The Lessee shall not be held responsible for assessment, remediation, risk management and/or any other mitigating costs or liabilities associated with any potential or actual environmental impact, contamination, pollution or hazards associated with the Premises which were not caused by any act or omission of the Lessee, Her employees, agents, contractors, and all those for whom the Lessee may in law be responsible.
- 12.3. Should the Lessor believe that the Lessee is responsible for contamination or pollution where the polluting source is not obvious or evident, the Lessor must conduct or have conducted, at its own expense, an environmental assessment in order to confirm the polluting source. In the event that the environmental assessment confirms that the Lessee is the source of the contamination or pollution, the Lessee shall reimburse the

Lessor for the cost of the environmental assessment upon presentation of an invoice and supporting documentation.

- 12.4. In the event that the Premises are contaminated or polluted by any action or omission of the Lessee, Her employees, agents, contractors or invitees:
- (a) the Lessee shall immediately notify the Lessor and any governmental department or agency as may be required by law, of such pollution or contamination;
 - (b) the Lessee shall conduct or have conducted, as soon as is feasible, at Her own expense, an environmental inspection or assessment, as may be required by law, to determine the potential extent of the environmental impact or damages and to determine the required actions to mitigate, risk manage and/or remediate the contamination and/or pollution caused by the Lessee, Her employees, agents, contractors or invitees; and
 - (c) the mitigation or remedial work recommended in the environmental inspection or assessment shall not proceed without prior approval and consent of the Lessor. Upon receipt of said approval, the Lessee will undertake, at Her own expense, the necessary mitigation or remediation to the satisfaction of the Lessor and/or the appropriate government department or agency.

13. Yielding Up

- 13.1. Upon the termination of this Lease or any extension thereof as the same may have been extended, or whenever sooner terminated, the Lessee:
- (a) shall yield up the Premises together with such alterations and moveable effects, as paid for by the Lessor, in good repair, reasonable wear and tear excepted. The Lessee shall not be liable to pay compensation or to make any other payment to the Lessor in respect of restoration or repair of the Premises;
 - (b) may remove all improvements, installed by the Lessee on the Premises, prior to vacating the Premises, all of which are hereby deemed to be the property of the Lessee, and if the Lessee does not remove the improvements, the Lessor may remove them and the Lessee shall pay the cost of doing so; and
 - (c) shall ensure the Premises are inspected by the Lessor or its agent upon vacating and further will ensure the cleanliness and standard of the said Premises is in the same condition as it was on the first date of occupancy under this Lease; reasonable wear and tear excepted.
- 13.2. In the event that any property belonging to the Lessor is damaged as a result of such removal, the Lessee shall either pay to the Lessor such compensation in respect hereto as represents the reasonable cost of repairing such damage or repair the same.

14. Destruction of Premises

- 14.1. If during the term of this Lease, the Premises or any part thereof shall be damaged or destroyed by fire or other causes whatsoever; and if, in the opinion of the Lessee, the Premises are rendered wholly or partially unfit for occupancy, then the following provisions will have effect:
- (a) if, in the opinion of the Lessee, the Premises are incapable of being repaired with reasonable diligence within a period of time acceptable to the Lessee, then:
 - (i) the term shall cease and be at an end for all intents and purposes from the date of such destruction or damage; and
 - (ii) the Lessee shall immediately surrender and yield up possession of the Premises and shall pay rent only to the time of such surrender.
 - (b) if, in the opinion of the Lessee, the Premises are capable of being repaired with reasonable diligence within a period of time acceptable to the Lessee; and within fifteen (15) days from the occurrence of such destruction or damage, written notice is given by the Lessee to the Lessor specifying such time acceptable to the Lessee within which, in the opinion of the Lessee, such destruction or damage is capable of being repaired, then, in such event, the Lessor shall forthwith commence and thereafter diligently complete the repair of such destruction or damage, and
 - (i) if, in the opinion of the Lessee, the whole of the Premises are rendered unfit for occupancy, the rent hereby reserved shall abate for the period commencing on the date of the occurrence of such destruction or damage and ending on the date of completion of all repairs, as aforesaid;
 - (ii) if, in the opinion of the Lessee, only a portion of the Premises is rendered unfit for occupancy, and the Premises are capable of being partially occupied, the rent hereby reserved shall abate by an amount being the aggregate of the amount determined by multiplying the rentable area, expressed in square metre, of that part of the Premises so rendered unfit for occupancy by the base cost per square metre and dividing the product so obtained by 365, and for each and every day of the period commencing on the date of the occurrence of such destruction or damage and ending on the date of completion of all repairs, as aforesaid;
 - (c) if the Premises are rendered wholly unfit for occupancy, and within ten days next following the delivery of the Lessee's notice to the Lessor, the Lessor gives written notice to the Lessee that, by reason of matters, specified in such notice, over which the Lessor has no control and is not being caused by the fault of the Lessor, such damage or destruction cannot with reasonable diligence be repaired within the period of time specified in the Lessee's notice; then and in any such event, the provisions of sub-clause 16.1(a) shall apply.

15. Default

15.1. The Lessor and the Lessee mutually agree as follows:

- (a) If the Lessee shall make any default in payment of rent hereby reserved or in the performance of any other of the Lessee covenants hereunder, and such default continues for three (3) calendar months, the Lessor may give to the Lessee a notice in writing, requiring the Lessee to remedy such default within a period of thirty (30) days from and after the date of service of such notice, and if the Lessee shall fail to remedy such default within such period of thirty (30) days or such longer period as may reasonably be necessary in view of the nature of the default, the Lessor may enter upon and take possession of the Premises or any part thereof, save and except the contents, and security equipment and the term hereby granted shall thereupon cease;
- (b) In the event that the Lessee shall deliver to the Lessor written notice of default in the performance of any of the Lessor's covenants under this Lease, and the Lessor shall fail to remedy, or commence to remedy such default within a period of time determined to be reasonable by the Lessee as the circumstances warrant, then and in any and every such event, the Lessee may, without further notice to the Lessor, take such steps as may, in the sole judgement of the Lessee, be necessary to remedy such default and, without limiting any of the Lessee's remedies at law or in equity, all costs and expenses incurred by the Lessee in remedying any such default of the Lessor shall be charged to and paid by the Lessor and, if the Lessor fails to pay such costs and expenses on demand, the Lessee shall be entitled to deduct same from the rent or any other amounts payable under this Lease by the Lessee to the Lessor; and
- (c) If the Lessor makes any default in the payment of any instalment of principal or interest under hypothecs or in respect to taxes, or is in default in respect of any of its covenants and obligations under any hypothecs, privilege, charge or encumbrance affecting the Premises the Lessee may, but shall not be obliged to, make such payment in default or to remedy any such default, and any such payments and all costs and expenses incurred by the Lessee in remedying any such default shall be deducted against the rent payable under this Lease thereof.

16. Dispute Resolution

- 16.1. In the event of any dispute or difference shall arise between the Parties hereto in connection with the use of the Premises as to the interpretation of any part of this Lease or as to any matter not referred to in this Lease and requiring agreement or as to matters requiring further agreement by the Parties, such dispute or difference shall be determined by arbitration pursuant to the *Commercial Arbitration Act, R.S.C. 1985, c. 17 (2nd Supp.)*. The costs and expenses of the arbitration shall be paid by the party requiring the arbitration.
- 16.2. Nothing herein shall preclude either Party from recourse to the Courts where there is an excess of jurisdiction or error of law relating to or in the arbitration process.

17. Notice

17.1. Any notice required by this Lease must be given in writing and shall be deemed to have been sufficiently given to:

the Lessor,

the Lessee,

The City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7

Royal Canadian Mounted Police
#909-14200 Green Timbers Way
Surrey, BC V3T 6P3

Attn: Department of Legislative Services Attn: Real Property Management Unit

- (a) if delivered in person, upon receipt; or
- (b) if delivered by traceable mail, on the fifth business day next following the date it is mailed.

18. General

- 18.1. The Parties acknowledge that the headings throughout this Lease form no part of the Lease itself, and are wholly without legal significance.
- 18.2. The Schedules to this Lease form part of this Lease.
- 18.3. Whenever in this Lease the context so requires or permits, words in the singular shall include the plural, and words in the plural shall include the singular, and words imparting male persons shall include female persons and corporations.
- 18.4. All reference to currency is in Canadian dollars and is exclusive of any applicable taxes unless indicated otherwise. The Lessor agrees to remit to the Canada Revenue Agency any amounts of tax paid or due.
- 18.5. This Lease may only be amended by an agreement in writing executed by both Parties hereto and attached as an addendum to this Lease.
- 18.6. Any condoning, excusing or overlooking by a party of any default, breach or non-observance of any covenant, proviso or condition of this Lease does not operate as a waiver of that party's rights hereunder in respect of any subsequent default, breach or non-observance and does not defeat or affect in any way the rights of that party herein in respect of any subsequent default, breach or non-observance.
- 18.7. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

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- 18.8. The Parties agree that the execution of this Lease may be completed by the exchange of facsimile signature pages, with the exchange of originally executed copies to be completed as soon as reasonably possible thereafter.
- 18.9. This Lease shall inure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns.
- 18.10. This Lease shall be governed and construed, and the relationship between the Parties determined, in accordance with the laws of the Province of British Columbia.
- 18.11. Time shall in all respects be of the essence in each and every term, covenants and conditions in this Lease.

WITNESS WHEREOF the Parties hereto has executed this Lease;

SIGNED, SEALED and DELIVERED by
the Lessee in the presence of:

SIGNED, SEALED and DELIVERED by
the Lessor in the presence of:

Michelle Miller, A/Regional Director
Asset and Procurement Management Section
For The Minister responsible for
The Royal Canadian Mounted Police

Larry Jangula, Mayor

John Ward, Director of Legislative Services

Witness Signature

Witness Signature

Print Name

Print Name

#909-14200 Green Timbers Way
Surrey, BC V3T 6P3

Address

Date

Date

This Lease includes the following schedules:

Schedule A – Rental Payments

Schedule B – Standards for the Premises

Schedule C – Specimen Sub-Agreement for Leasehold Improvements

Schedule D – Insurance and License Requirements – Contractor Services; Prime Contractor Designation

SCHEDULE "A"
Rental Payments

	Storage Building		Parking Compound		Total
	Month	Annual	Month	Annual	
Term Certain					
Year 1	\$ 782	\$ 9,384	\$ 380	\$ 4,560	\$ 13,944
Year 2	\$ 800	\$ 9,600	\$ 400	\$ 4,800	\$ 14,400
Year 3	\$ 816	\$ 9,792	\$ 425	\$ 5,100	\$ 14,892
Year 4	\$ 833	\$ 9,996	\$ 450	\$ 5,400	\$ 15,396
Year 5	\$ 850	\$ 10,200	\$ 475	\$ 5,700	\$ 15,900
Total (5 years)	\$	48,972	\$	25,560	\$ 74,532

SCHEDULE "B"
Standards for the Premises

1. CODES

- 1.1. The Premises must comply with all applicable laws, acts, regulations, and codes of all governments and levels of administration including the federal and provincial governments, regional and municipal administrations. This includes, but is not limited to, the National Building Code of Canada, the Canada Labour Code, the National Fire Code of Canada (1995), the Canadian Electrical Code and the Canada Environmental Protection Act.
- 1.2. The Lessor shall attend the annual inspections performed by ARES/WSI on the Premises.
- 1.3. The Lessor shall pay for the cost of any necessary upgrades to meet safety requirements.
- 1.4. In the event of any conflict between this standard and any other related document, the more stringent requirement shall apply.

2. ACCESSIBILITY

- 2.1. The Premises, facilities and services provided by the Lessor pursuant to the Lease shall be accessible to and safely usable by persons with disabilities.
- 2.2. The accessibility requirements shall meet the technical standards defined in the publication, CAN/CSA-B651-M95 Barrier-Free Design.

3. SECURITY REQUIREMENTS

- 3.1. All persons, employed by the Lessor or by any of its independent contractors, who have access to the Premises for any purpose in connection therewith, shall have the required security clearance acceptable to the Minister responsible for the Royal Canadian Mounted Police and comply with, the security requirements of the Lessee. Only in the event of an emergency, persons not security cleared may enter the Premises under RCMP escort at all times, and shall follow all signage and directions from the Lessee's employee in the Premises.
- 3.2. The Lessor shall not release any building plans of the Premises, except to the Lessee, without the consent of the Lessee and will maintain the Premise building plans in a secure manner as directed by the Lessee.

4. FIRE SAFETY

4.1. The Lessor shall provide safety features for fire detection, including fire extinguishers, smoke detectors, carbon monoxide detectors, on the Premises and the Common Areas, facilities location or any other safety devices as recommended by ARES/WSI resulting from their annual inspection or as required by federal safety codes, acts and regulations.

5. MECHANICAL

5.1. The Lessor shall provide the operation and maintenance of heating, cooling and ventilation systems to provide a continuous clean air supply at a reasonable temperature and humidity as per ASHRAE Standard 60-1989, entitled "Ventilation for Acceptable Indoor Air Quality", as amended from time to time.

5.2. The Lessor shall provide a constant supply of hot and cold water to the Premises to meet the requirements of the Canada Occupational Health and Safety Regulations, Part IX, entitled "Sanitation".

6. ELECTRICAL

6.1. The Lessor shall provide lighting at desk level (750 mm above floor level) in office areas and work stations, and at floor or ground level in all other areas shall not be less than the following levels of illumination:

<u>Lux</u>	<u>Area</u>
550	Office space
325	Entrance foyers, elevator lobbies, storage space
220	Base building, corridors, stairways, washrooms, elevators
20	Parking entrances, parking traffic lanes and parking spaces

6.2. The Lessor shall provide for all electrical power required and consumed on the Premises and as lamps, ballasts and fuses wear out, to replace same at its own expense.

7. SERVICES

7.1. The common areas and exterior of the building shall be maintained, and updated as often as is required, to a reasonable standard of appearance.

7.2. Snow and ice shall, at all times, be promptly removed from the outdoor parking spaces, roadways, walkways, steps and fire exits, leading to and from the Premises to ensure the safety of the public and the Lessee's employees. Abrasives shall be spread over dangerous surfaces.

SCHEDULE "C"
Specimen Sub-Agreement for Leasehold Improvements

THIS SUB-AGREEMENT No. [REDACTED] **dated** [REDACTED]

BETWEEN [REDACTED]

(hereinafter called the "Lessor")

AND

HER MAJESTY THE QUEEN, in right of Canada
As represented by The Minister responsible for
The Royal Canadian Mounted Police

(hereinafter called the "Lessee")

WHEREAS:

- A. The Lessor and the Lessee have entered into a Lease, dated [REDACTED], for the premises with a civic address of [REDACTED];
(hereinafter called the "Premises")
- B. The Lessee is desirous for the Lessor to make leasehold improvements to the Premises;
(hereinafter called the "Work")
- C. The parties have agreed to enter into this Sub-agreement which shall form a part of the Lease.

NOW THEREFORE, in considerations of the payments, covenants, and agreements hereinafter reserved and contained, the Lessor and the Lessee hereby agree each with the other as follows:

1. Definitions

1.1. In this Schedule,

- (a) Completion Date means the date set for completion of the Work as specified in this Sub-agreement.
- (b) Latent Defect means a defect in the Work which would not ordinarily be observed during a walk-through inspection.
- (c) Lessee's Representative means the person(s) identified by the Lessee, from time to time, as its representative(s) to act for the Lessee in matters associated with any Sub-agreements.
- (d) Lessor's Representative means the person identified by the Lessor, from time to time, as its representative to act for the Lessor in matters associated with any Sub-agreements.
- (e) Management Fee means an amount calculated by applying a percentage to the cost of the Work and which is chargeable by the Lessor with respect to the carrying out of its obligations as set forth in Clause 5 of this Sub-agreement.

- (f) Sub-contractor means any architect, engineer, consultant, construction firm or other contractor engaged by the Lessor in connection with the completion of the Work.
- (g) Work means all of the work set forth in the Statement of Work which shall be provided by the Lessee's Representative which may include, but is not limited to, the development of the required plans, drawings and estimates, including supporting architectural and engineering studies, required permits, and the construction work necessary to alter or improve the Premises and building systems, all of which shall be performed in a careful and workmanlike manner and to the satisfaction of the Lessee.

2. Performance

- 2.1. On or before the {commencement date of Work}, the Lessor shall promptly undertake and commence the Work, and on or before the {date fixed for completion of Work}, the Lessor shall complete the incorporation into the Premises of all the Work, set forth and described in the Statement of Work provided by the Lessee's Representative, in a careful and workmanlike manner and to the satisfaction of the Lessee.

3. Payment

- 3.1. As consideration for the execution of the Work and subject to the provisions hereof, the Lessee shall pay to the Lessor, as Operating and Maintenance Cost/Capital Cost payments under this Lease, the amount of {Total Cost of Work} (\$) plus GST broken down as follows:
 - (a) the amount of {construction cost} (\$), subject to adjustment as provided herein for the construction portion of the Work; and
 - (b) the amount of {soft cost} (\$), subject to adjustment as provided herein for the soft cost portion of the Work; and
 - (c) the amount of {management fee} (\$) representing the Management Fee based on the aforesaid amount and calculated as {formula to calculate management fee}.
- 3.2. The payment amount in clause 3.1 shall be paid to the Lessor as:
 - (a) a lump amount of \$ {lump sum amount}, and/or
 - (b) an amount of \$ {amortized amount} to be amortized at a rate of {interest rate}% over a period of {length of amortization} months.
- 3.3. The amount specified in clause 3.1 shall be subject to adjustment as follows:
 - (a) the amount shall be increased by a sum equal to the total cost of all increases in the cost of the Work, if any, approved by the Lessee's Representative and determined in accordance with the provisions of this Sub-agreement; and

(b) the amount shall be decreased by a sum equal to the total cost of all decreases in the cost of the Work, if any, determined in accordance with the provisions of this Sub-agreement.

3.4. During the implementation of the Work, the Lessor may submit Progress Claims to the Lessee's Representative each of which clearly sets forth the amount being claimed for Work satisfactorily performed to that date plus the applicable Management Fee. Subject to verification by the Lessee's Representative, payment by the Lessee shall be made no later than 30 days after receipt of such Progress Claim. If, within 15 days of receipt of a Progress Claim, additional information is required by the Lessee's Representative, the 30-day period shall commence upon receipt of the requested information. Payment of any amount claimed may, at the discretion of the Lessee's Representative, be subject to a 5% holdback on the construction portion of the Work which shall be released to the Lessor with the final payment.

3.5. No later than 60 days after the completion of the Work, in the sole opinion of the Lessee, the Lessee shall pay to the Lessor as Operating and Maintenance Cost/Capital Cost payments, pursuant to clause 3.2, the amount described in clause 3.1 less any payments made pursuant to clause 3.4. The Lessee shall have the right at any time, from time to time, and without penalty to pay all and any portion of the amount that remains outstanding.

4. Representatives

4.1. For the purpose of this Sub-agreement:

(a) all inquiries, requests, instructions, authorizations and other communications with respect to matters covered in this Sub-agreement shall be made to the Lessor's Representative or the Lessee's Representative(s), as the case may be;

(b) the Lessee's Representative, who can authorize any changes to this Sub-agreement, is {RCMP's Rep} and the Lessor is not to perform work in addition to or outside the scope of this Sub-agreement based on verbal or written requests or instructions from any representative of the Lessee other than the aforementioned Lessee's Representative or his/her replacement;

(c) the Lessee's Representative who will inspect and accept the Work performed under this Sub-agreement is {RCMP's Inspector}, or his/her replacement; and

(d) the Lessor's Representative is {Lessor's Rep}.

5. Management by Lessor

5.1. The Lessor shall:

(a) subject to the prior approval of the Lessee, invite bids from qualified sub-contractors in a number acceptable to the Lessee and who are deemed qualified in the Lessee's opinion;

- (b) reserve the right to accept any bid whether it is the lowest or not, or to reject any or all bids, at the Lessor's discretion in consultation with the Lessee;
- (c) ensure that all bids provide a detailed breakdown of all component costs to the extent considered necessary by the Lessee for the purposes of evaluation and include, when requested by the Lessee, Unit Price Tables in a format agreed to by the Lessee;
- (d) submit such bids to the Lessee for review prior to the selection of all Sub-contractors to be engaged by the Lessor for the development and/or completion of the Work;
- (e) provide that any Sub-contractors engaged by the Lessor with respect to the performance of the Work shall comply with the terms and conditions of this Sub-agreement which can reasonably be applied to any of the sub-contracts and undertakings;
- (f) coordinate all Sub-contractors, labour and material acquisitions necessary for the development, full execution, completion and delivery, ready for use, of the Work;
- (g) ensure that any municipal approvals or permits required are obtained prior to the start of construction; and
- (h) conduct walk-through inspections, as required, to prepare lists and estimated costs of items needing additional or remedial work and complete such additional or remedial work in a manner and time frame satisfactory to the Lessee.

6. Changes

- 6.1. The Lessee may, at any time before the completion of the Work, make changes to the Work by written instructions to the Lessor.
- 6.2. If the change requested by the Lessee causes an increase to the cost of the Work, prior to commencing any such change, the Lessor shall obtain and deliver to the Lessee a quotation of the total cost of such change excluding any Management Fee. Upon receipt of the Lessee's written authorization to proceed with the change, the Lessor shall incorporate any such change into the Work as if the same had appeared in and been part of the Sub-agreement and the amount of the Work payable pursuant to the Sub-agreement shall be increased by the cost of such change.
- 6.3. If the change requested by the Lessee causes a decrease to the cost of the Work, the amount to be paid pursuant to the Sub-agreement shall be decreased by an amount agreed upon by the Lessor and the Lessee.

7. Extension for Completion of the Work

- 7.1. The Lessee may, on the application of the Lessor made in writing before the date fixed for completion of the Work, extend the time for completion of the Work by fixing a new completion date if, in the opinion of the Lessee, one of the following applies:

- (a) causes beyond the control of the Lessor and not within the control of the Lessee have delayed its completion; and/or
- (b) causes within the control of the Lessee have delayed the completion of the Work.

8. Indemnity

- 8.1. The Lessor shall indemnify and save harmless the Lessee from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of the Work **unless caused by the neglect or fault of the Lessee.**

9. Default

- 9.1. In the event that the Lessor has made default or delayed in commencing or in diligently executing the Work or any portion thereof and the Lessee gives written notice thereof to the Lessor and has by such notice required the Lessor to put an end to such default or delay, and such default or delay is not corrected by the Lessor in the time frame specified in the Lessee's notice, the Lessee's Representative may, without any other authorization, take all or any part of the Work out of the Lessor's hands and may employ such means as the Lessee's Representative may see fit to complete the Work.
- 9.2. If the Work or any portion thereof is taken out of the Lessor's hands under clause 9.1, the Lessee may, notwithstanding anything to the contrary, deduct, set off and hold back to the Lessee's own use forever any amount payable or becoming payable pursuant to the provisions of this Sub-agreement and under the Lease equal to the amount expended by the Lessee in completing the Work, as well as an amount equal to all expenses and damages incurred or sustained by the Lessee as a result of the Work not being completed by the date fixed for its completion.
- 9.3. The taking of the Work or any portion thereof out of the Lessor's hands under clause 9.1 shall not operate so as to relieve or discharge the Lessee from any obligation set forth herein or imposed upon the Lessor by law except the obligation to complete the physical execution of that part of the Work so taken out of the Lessor's hands.
- 9.4. In the event that the Lessor does not complete the Work by the date set forth in the Sub-agreement but does complete the Work thereafter, the Lessor shall pay to the Lessee an amount equal to all expenses and damages incurred or sustained by the Lessee during the period of delay, including all salaries, wages and traveling expenses paid by the Lessee to persons superintending the Work during the period of delay, as a result of the Work not being completed by the date fixed for its completion.
- 9.5. The Lessee may, notwithstanding anything to the contrary, deduct, set off and hold back to the Lessee's own use forever any amount payable or becoming payable pursuant to the provisions of this Sub-agreement and under the Lease equal to the amount payable to the Lessee under clause 9.4.

9.6. For the purposes of clause 9.4, “period of delay” means the period commencing on the day fixed by the Sub-agreement for completion of the Work and ending on the day the Lessee’s Representative determines that the Work has been fully completed.

9.7. In the event that any contractor, sub-contractor, worker or supplier of material is found to be unpaid at any time in respect of the completion of the Work, the Lessee may pay any amount that is lawfully due and payable by the Lessor to such sub-contractor, worker or supplier, and deduct from and set off the amount expended by the Lessee from any amount payable pursuant to the provisions of this Sub-agreement and under the Lease, which payment shall be a discharge of the Lessee’s obligation to pay such amounts.

10. Defects

10.1. Without restricting any warranty or guarantee implied or stipulated by law the Lessor shall, at the Lessor's expense, **rectify and make good any defect**, fault, or latent defect however caused, that appears in the Work within twelve (12) months from the date of completion.

10.2. If any defect, fault, or latent defect appears in the Work and the Lessee is of the opinion that it is one which the Lessor is obligated to remedy and make good, the Lessee may direct the Lessor to remedy and make good the defect, fault, or latent defect by giving notice of the Lessor, hereinafter called the Lessee’s Notice, of the existence of the defect, fault, or latent defect and specifying the time within which the defect, fault, or latent defect is to be rectified and made good.

10.3. The Lessor shall promptly rectify and make good the defect, fault or latent defect described in the Lessee’s Notice. Upon failure of the Lessor to do so, the Lessee shall be entitled to rectify and make good such defect, fault or latent defect and deduct and set off the amount so expended by the Lessee from any payments payable under the Lease, which payment shall be a discharge of the Lessee’s obligation to pay such payments.

11. Permits and By-Laws

11.1. The Lessor shall comply and shall ensure that its contracts with all Sub-contractors oblige them to comply with all laws and regulations relating to, or applicable to the Work.

12. General

12.1. The provisions of this Sub-agreement are collateral to certain provisions of the Lease and to the extent that any provisions of the Lease have a direct bearing on any provisions of this Sub-agreement or the performance of the Work, they are incorporated herein by reference and form part hereof, provided however, that if any provision of the Lease and any provision of this Sub-agreement are in conflict with respect to the execution of the Work, the provision of this Sub-agreement shall prevail or take precedence.

12.2. For Work which is carried out while the Premises are occupied by the Lessee, the following provisions shall apply:

- (a) The Lessor shall be responsible for any loss or damage to any property of the Lessee arising out of the performance of the Work unless such loss or damage arises from causes beyond the control of the Lessor, its Sub-contractors or its suppliers;
- (b) The Lessor shall remove from the Premises, from time to time and as directed by the Lessee's Representative, all building rubbish or debris connected to the Work;
- (c) The Lessor shall not erect or permit the erection of any sign or advertising at the site of the Work;
- (d) The Lessor shall perform the Work with minimum disturbance to employees of the Lessee and the general public and shall obtain the approval of the Lessee's Representative for the hours during which the Work shall be performed;
- (e) The Lessor shall repair and make good all parts of the existing Lessee's improvements damaged by the execution of the Work;
- (f) The Lessor shall ensure continuity of building services and necessary access for employees of the Lessee and the general public;
- (g) The Lessor shall remove and replace forthwith any superintendent or worker not acceptable to the Lessee's Representative due to unacceptable workmanship or improper conduct; and
- (h) The Lessor shall, on request of the Lessee's Representative, provide, and cause all persons employed on the Work to provide personal data for security clearance purposes, which may include fingerprinting. The Lessee's Representative shall have the right to have any individuals removed from the site of the Work for security reasons, notwithstanding the results or status of any security screening.

12.3. This Sub-agreement may not be assigned without the written consent of the Lessee.

12.4. It is an express condition of this Sub-agreement that no member of the House of Commons shall be admitted to any share or part of the Sub-agreement or to any benefit arising therefrom.

12.5. This Sub-agreement shall enure to the benefit of and be binding upon the parties hereto, their lawful heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties has signed this Sub-agreement;

SIGNED, SEALED and DELIVERED by
the Lessee in the presence of:

SIGNED, SEALED and DELIVERED by
the Lessor in the presence of:

Irene Lin, Regional Director
Asset and Procurement Management Section
For The Minister responsible for
The Royal Canadian Mounted Police

Authorized Signatory

Print Name

Witness Signature

Witness Signature

Print Name

Print Name

#909-14200 Green Timbers Way
Surrey, BC V3T 6P3

Address

Date

Date

SCHEDULE D

City of Courtenay
Purchasing Division
830 Cliffe Ave.,
Courtenay, B.C. V9N 2J7



Phone: (250) 334-4441
Fax: (250) 334-4241
purchasing@courtenay.ca

INSURANCE AND LICENSE REQUIREMENTS – CONTRACTOR SERVICES

A. Insurance

The Contractor must procure and maintain in force at its own expense during the entire term of the period of contracted services, a Certificate of Insurance containing the following:

- Comprehensive General Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate annually.
- Provision naming the City as an additional insured and 30 day notice of cancellation
- A Cross Liability clause
- Motor Vehicle Insurance Bodily Injury and Property damage in an amount no less than \$2,000,000 per accident per licensed motor vehicle used to carry out the Work
- If the Contractor hires a sub-contractor to perform any work related to the contracted services, the Contractor shall, in turn, require the sub-contractor to obtain Commercial General Liability insurance on the same terms as outlined above. Such insurance shall name the City as an additional insured and shall include coverage for all operations required for the Contractor's work.

B. WorkSafe BC

The Contractor shall be responsible for WorkSafe BC assessments relating to its work on behalf of the City and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC and comply with all Workers' Compensation Board legislation in the province of British Columbia.

C. Health & Safety

- The Contractor shall submit a copy of their Health & Safety Program Manual and/or Safe Work Procedure that is directly related to the work to be performed on behalf of the City. The Health & Safety Program Manual and/or Safe Work Procedure shall be reviewed for compliance by the City's OH&S/Disability Claims Coordinator.
- The Contractor may be designated the Prime Contractor in the immediate work area and will be required to complete, sign and submit the attached Prime Contractor Designation form.
- The Contractor shall be required to participate in a Pre-Job Safety Meeting with a City representative at no additional cost to the City.

D. Business Licenses and Permits

- The Contractor shall acquire and maintain a City of Courtenay Business License prior to the commencement of the Work and for the term of this Agreement
- The Contractor, including sub-contractors, must comply with all applicable federal, provincial and municipal legislation, regulations and bylaws.



E. Documentation Submittal

Upon award of any work and/or contract, and prior to the commencement of any work for the City of Courtenay, the Contractor **must** obtain and supply the insurance and business license requirements stated above and submit to:

City of Courtenay
Purchasing Division
830 Cliffe Avenue,
Courtenay, B.C. V9N 2J7
purchasing@courtenay.ca

For further information or clarification contact Bernd Guderjahn, Manager of Purchasing at 250-338-1766 Ext. 229 or bguderjahn@courtenay.ca.

“PRIME CONTRACTOR DESIGNATION”

PROJECT TITLE:
WORK DESCRIPTION: LEASEHOLD IMPROVEMENTS
LOCATION: 721B GRANT AVENUE
OWNER: City of Courtenay

This declaration is a WorkSafe BC (formally WCB) requirement for work on City-owned properties, projects, and developments.

As per the requirements of the Workers’ Compensation Act Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces

- 118 (1) In this section:
“multiple-employer workplace” means a workplace where workers of 2 or more employers are working at the same time;
“prime Contractor” means in relation to a multiple-employer workplace,
(a) the directing Contractor, employer or other person who enters into a written Agreement with the owner of that workplace to be the prime Contractor for the purposes of this Part, or;
(b) if there is no Agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime Contractor of a multiple-employer workplace must:
(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and;
(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime Contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

By signing this Agreement, the undersigned accepts all responsibilities of a Prime Contractor as outlined in the Workers’ Compensation Act, and WorkSafe BC (OH&S Regulation).

As a Contractor signing this Agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with the Work Safe B.C. Occupational Health and Safety Regulations OH&S Regulations and the Workers’ Compensation (WC) Act.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understand the information above. By signing this Agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the Prime Contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers’ Compensation Act for all work on City-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

WorkSafe BC Notice of Project No. (if applicable): _____

Company: _____

Signed: _____ Date: _____
(Authorized Signatory)



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 2240-20 GHPEC

From: Chief Administrative Officer

Date: February 20, 2017

Subject: Glacier Heritage Power and Equipment Club Letter of Understanding

PURPOSE:

The purpose of the report is to approve an agreement that would permit the Glacier Heritage Power and Equipment Club to restore and provide curatorship services over the Crossley Antique Steam Engine and other equipment on a portion of Tarling Park.

CAO RECOMMENDATIONS:

That based on the February 20, 2017 staff report, "Glacier Heritage Power and Equipment Club Letter of Understanding", Council approve Option 1 and the attached Agreement between the City and the Glacier Heritage Power and Equipment Club and direct staff to continue working with the Club and the Museum Society to create a long term plan for the establishment of the Tarling Antique Machinery Park.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The Tarling property was gifted to the City in 1994 and a condition of the transfer was that the land be used in perpetuity as a museum and museum park to be named "Tarling Antique Machinery Park." This request is currently found on the property's registered land title records and also on a plaque erected on the site of the property in 1994 by the Transferors: the late Joy Tarling and Walter Tarling. The property is currently referred to as Tarling Park.

On February 17, 2003, Council approved the Glacier Heritage Power and Equipment Club ("GHPEC") to permanently install the Crossley antique engine on the Tarling property for display. In addition Council resolved that a committee be formed comprised of representatives from the GHPEC, Courtenay & District Museum Society, community businesses and City staff to develop a long term plan for the park. To date the committee has not been formed and the long term plan has not been established.

DISCUSSION:

The former Tarling home sits on the north-west portion of Tarling Park and is currently being rented out to a residential tenant on a month to month basis. The Glacier Heritage Club (GHPEC) has acted as curator to the Crossley Antique Steam Engine currently being stored in a building on the south east area of the property. GHPEC has maintained the designated area in good order in the absence of the long term plan and the establishment of the antique machinery park.

Staff have recently brought together GHPEC and the Museum to initiate a discussion on establishing a long term plan and concept for the park. These discussions may lead to long term agreements with the respective parties. In the meantime, GHPEC currently does not have a written agreement with the City as to the terms and conditions of its access and use of the property. Until a long term plan is established, Staff advise that formally entering into a letter of understanding will benefit both the City and GHPEC to clarify responsibilities and ensure proper insurance and indemnifications are in place.

The GHPEC has requested permission to install hydro service at the club’s cost including ongoing monthly utility costs to the building which houses the Crossley Antique Steam Engine. This will help the club continue to restore and provide curatorship services over the Crossley Antique Steam Engine. The club has requested the City provide a letter of permission to Hydro to carry out this work.

FINANCIAL IMPLICATIONS:

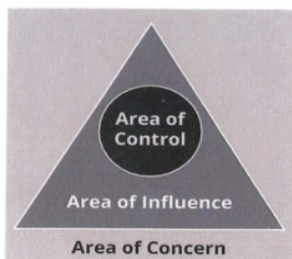
The installation and maintenance of the hydro service will be paid by the club. Staff have secured a verbal agreement that the club will cover the hydro bills moving forward.

ADMINISTRATIVE IMPLICATIONS:

There will be minimal implications to the use of staff time. The agreement will be administered by the Recreation and Cultural Services Department.

STRATEGIC PLAN & PRIORITIES REFERENCE:

We will continue to engage and partner with service organizations for community benefit.



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council's jurisdictional authority to act.

We invest in our key relationships

- We value and recognize the importance of our volunteers
- We will continue to engage and partner with service organizations for community benefit

OFFICIAL COMMUNITY PLAN REFERENCE:

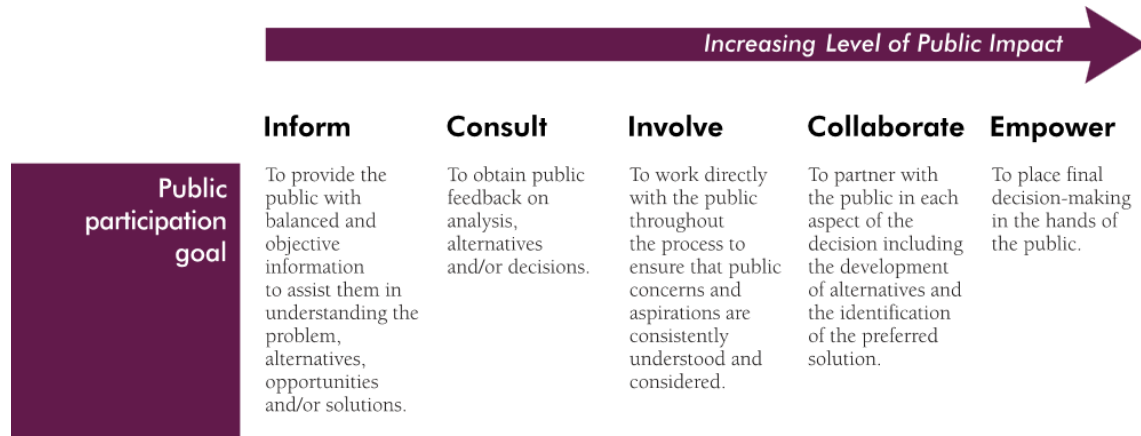
Not referenced.

REGIONAL GROWTH STRATEGY REFERENCE:

Not applicable.

CITIZEN/PUBLIC ENGAGEMENT:

The City will **consult** with the GHPEC and the Museum as partnering organizations as identified in the IAP2 Spectrum of Public Participation:



OPTIONS:

- OPTION 1: Council approve Option 1 and the attached Agreement between the City and the Glacier Heritage Power and Equipment Club and direct staff to continue working with the Club and the Museum Society in establishing a long term plan for the establishment of the Tarling Antique Machinery Park.
- OPTION 2: Council identify any concerns or questions and refer the matter back to staff for further consideration.

Prepared by:

Dave Snider MBCSLA

Director of Recreation and Cultural Services

Attachments:

1. Photo of Tarling Antique Machinery Museum Plaque
2. Letter of Understanding GHPEC and the City

TARLING ANTIQUA MACHINERY MUSEUM

WE DONATE THIS NINE ACRE PARCEL
OF LAND TO THE CITY OF COURTENAY,
IN TRUST, IN PERPETUITY, IN
MEMORY OF OUR SON, BRYAN
DUNCAN TARLING, WHO AT AGE
NINETEEN LOST HIS LIFE IN A LOGGING
ACCIDENT, MAY 24, 1967.

IT IS OUR WISH THAT AN ANTIQUE
MACHINERY MUSEUM BE MAINTAINED ON
THE UPPER PORTION OF THE PROPERTY.
AND WE REQUEST THAT THE REST OF
THE LAND REMAIN FENCED, TO PROVIDE
UNDISTURBED GREEN SPACE FOR TREES,
FLOWERS, BIRDS AND ANIMALS.

JOY (SPEER) TARLING,
WALTER TARLING,

1994

LETTER OF UNDERSTANDING

Made on this ___ day of _____, 2017

BETWEEN THE
GLACIER HERITAGE POWER AND EQUIPMENT CLUB

(hereinafter called “the GHPEC”)

AND THE
CORPORATION OF THE CITY OF COURTENAY

(hereinafter called “the City”)

INTRODUCTION

The GHPEC and the City have jointly agreed that the GHPEC is permitted to carry out the activities as outlined in this agreement which support the establishment of the Tarling Antique Machinery Park. In addition the GHPEC will form a committee with the City of Courtenay and other partnering organizations to develop a long term concept and business plan for the park for Council’s approval.

PREMISES

That portion of land being a portion of Parcel A, Plan 2153, District Lot 96, Comox Land District, DD 52974N OF LOT 3 that part thereof lying past the existing fencing around the residential property and excludes the existing barn area.

GENERAL RESPONSIBILITIES

The GHPEC will be responsible for carrying out the following activities on the Premises:

- Cutting the grass.
- Clearing windfalls and removing them from the Premises.
- Curators of the Crossley antique engine which is permanently house on the Premises.
- The secure storage of the trailer (Bullet) and Hay Wagons.
- Informing the City of Courtenay if there are any tree issues on the Premises.
- Repair and maintain any existing infrastructure installed by the GHPEC.
- Securing the engine storage building.

The Society must not release or introduce any pollution, contamination, waste, toxic waste, or toxic substance into or onto the Premises or the environment, or commit or permit any nuisance or waste to be committed or exist on or from the Land.

The Society must not use the Premises in any manner that causes a nuisance to the owners or occupiers of neighbouring lands, and without limiting the foregoing, must ensure that traffic to and from the Premises, does not cause a nuisance to those owners or occupiers.

ACCESS AND USE

Access to and use of the Premises by the GHPEC members must be in accordance with the club rules and policies, as approved by the City having regard to relevant guidelines contained in City policies, bylaws and procedures and in accordance with the authority of jurisdiction.

The GHPEC may not, except as required by this agreement or with prior written approval of the City: will not make any alterations, additions, improvements or renovations to the Premises, and will not construct, maintain, use or permit to be brought upon the Premise any building, structures or improvements of any kind whatsoever without obtaining the prior written approval of the City.

The GHPEC will not block off access to the land or Premises via the lane way access Arden Road so as to permit emergency service access.

INSURANCE

At its expense, the GHPEC must provide and maintain throughout the Term:

- (a) comprehensive general liability insurance to protect and indemnify itself and the City against claims for bodily injury, death, property damage, property loss, economic loss and other loss or damage occurring upon, in or about the Premises in an amount not less than FIVE MILLION (\$5,000,000.00) DOLLARS per accident or occurrence or such greater amount as the City may stipulate from time to time, with a cross-liability clause and including the City as a named insured.
- (b) property insurance against all risks, in a commercially prudent form, against loss or damage to any personal property, contents and structures located on the Premises, which insurance must be for full replacement cost.
- (c) The GHPEC will cause any insurance policy obtained by it pursuant to this agreement to contain a waiver of subrogation clause in favour of the City.

Those insurance policies must be in the standard form carried by the City, and approved through the City Representative. The policies must provide for 30 days advance written notice to the City before cancellation and should a policy lapse or be cancelled, the City may, at the cost of the GHPEC, place insurance as provided in this section.

The GHPEC agrees to indemnify, defend and hold harmless the City, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the City may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the City arising out of, during, or as a result of the provision of activities or services outlined in the Letter of Understanding except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the City.

DURATION

The parties will meet so often as they deem necessary to review this arrangement and to consider any changes thereto that the operating experience may prove to be necessary. Any changes to this arrangement shall be made only with the approval of the parties.

The GHPEC or City may terminate this arrangement at any time by giving to the other ninety (90) days' advanced notice in writing at any time to that effect and at the expiration of the notice; this arrangement shall terminate and have no further force nor effect.

CITY OF COURTENAY by its authorized signatories:

THE GLACIER HERITAGE POWER AND EQUIPMENT CLUB by its authorized signatories:

Name: Larry Jangula, Mayor

Name:

Date : _____, 2017.

Date : _____, 2017.

Name: John Ward, Director of Legislative Services

Name:

Date : _____, 2017.

Date : _____, 2017.



BRIEFING NOTE

To: Council

File No.: 360-20

From: Chair of Select Committee on Tree Protection & Management Bylaw No. 2850

Date: Feb. 16, 2017

Subject: Findings of Select Committee on Tree Protection & Management Bylaw No. 2850

ISSUE:

The purpose of this Briefing Note is to provide council with the findings of the work of the Select Committee on Tree Protection & Management Bylaw No. 2850.

BACKGROUND:

Courtenay City Council established the Council Select Committee on Tree Protection and Management Bylaw No. 2850 at the December 5th 2016 Council meeting.

The committee's mandate as per the attached Staff Report, *Assignment of Terms of Reference (ToR) – "Council Select Committee on Tree Protection and Management Bylaw No. 2850"* was to seek input from the City's environmental and development communities on the application of the bylaw, look for any gaps in the respective views of these two communities of interest, and provide recommendations to Council on ways to reconcile them. The mandate included to submit findings in a report to Council by February 10, 2017.

The Committee was comprised of:

- Chair: Councillor Doug Hillian
- Deputy Chair: Councillor Erik Eriksson
- Members: Mayor Larry Jangula
- Derek Jensen, Comox Valley Development and Construction Assoc.
- David Stapley, Comox Valley Conservation Strategy

Staff support was provided by:

- David Allen, CAO
- Ian Buck, Director of Development Services
- Anne Guillo, Manager of Communications

KEY CONSIDERATIONS:

The Committee met twice, on January 9th and 25th, as per the attached minutes of both meetings. At the conclusion of the second meeting, there was consensus to report back to Council on the following points:

- The Committee process provided both the environmental and development community representatives the opportunity to have further input regarding the proposed bylaw, including useful dialogue with staff, Council committee members and each other.

- While both organizations continue to take issue with aspects of the proposed bylaw, there was a willingness to put most concerns aside and to acknowledge the overall value of tree retention. There was also general support for the 50 stems per hectare target.
- The Comox Valley Conservation Strategy advocated for a 40% canopy cover target, but recognizes that the 50 stems per hectare target is a workable compromise and believes that the most recent amendments to the bylaw provide the flexibility required to facilitate development.
- The Comox Valley Development and Construction Association remains concerned that the requirement to maintain at least 25 existing trees per hectare on a greenfield property could restrict development depending on the distribution of trees, and that greenfield developers should have the same three options to choose from as infill property owners if unable to meet the target, rather than be subject to negotiation with staff.
- The primary gap between the two organizations is in section 9.1 of the bylaw, which was amended following First and Second Readings. This section provides that the Director of Development Services may make exceptions to the number of trees retained in extenuating circumstances where retention prevents development to permitted densities. The CVCS believes this requirement must be retained, while the CVDCA believes it should be eliminated.
- Stated in other terms, when the required tree retention targets cannot be met by a greenfield property developer, the CVDCA believes the developer should have discretion without staff approval to retain, replant and or contribute funds to meet the 50 stems target. The CVDCA believes that developers have an interest in retaining trees and will do so where practicable without staff regulation, which they believe adds undue time and cost to the development process.
- The CVCS contends that such regulation via staff approval should be required as not all greenfield developers accord the same value to tree retention. Therefore, minimum standards for tree retention are needed to ensure the public interest in the economic, social and environmental benefits trees provide are balanced with the private interests of landowners. The CVCS notes the importance of retaining mature trees wherever possible rather than settling for replanting, citing the support of both scientific research and the public consultation process conducted in Courtenay.

SUMMARY:

While the level of agreement evident is very positive, the identified gap is significant. It therefore falls to Council to determine which approach should prevail, subject to the possibility of staff identifying a workable compromise.

ORIGINAL SIGNED BY

Councillor Doug Hillian,
Chair – Select Committee on Tree Protection & Management Bylaw No. 2850

Attachments:

1. *Minutes from December 5th 2016 Council Meeting*
2. *Assignment of Terms of Reference (ToR) – “Council Select Committee on Tree Protection and Management Bylaw No. 2850”, December 5th 2016*
3. *Letter from the Comox Valley Development & Construction Association dated February 9, 2017*

Minutes from December 5th 2016 Council Meeting

.01
SELECT COMMITTEE
TREE BYLAW
4530-01

Moved by Frisch and seconded by Theos that based on the December 5, 2016 report “Assignment of Terms of Reference (ToR) – “Council Select Committee on Tree Protection and Management Bylaw No. 2850”, Council approve Option 1 and hereby create the Council Select Committee on Tree Protection and Management Bylaw No. 2850;

That the attached Terms of Reference apply to the functioning of the Committee; and

That committee membership will be assigned by Resolution as per the Terms of Reference.

Carried

3

R26/2016 – December 5, 2016

Moved by Wells and seconded by Theos that Councillor Eriksson and Councillor Hillian be appointed to the Council Select Committee on Tree Protection and Management Bylaw No. 2850 in addition to Mayor Jangula.

Carried

Moved by Frisch and seconded by Lennox that Councillor Hillian be appointed as Chairperson of the Council Select Committee on Tree Protection and Management Bylaw No. 2850 and that Councillor Eriksson be appointed as Deputy Chairperson.

Carried with Councillor Eriksson opposed



TERMS OF REFERENCE

To: Chairperson and Committee Membership **File No.:** 4530-01
From: Chief Administrative Officer **Date:** December 5, 2016
Subject: **Assignment of Terms of Reference (ToR) – “Council Select Committee on Tree Protection and Management Bylaw No. 2850”**

1. PURPOSE:

Section 8(3)(c) of the *Community Charter* allows Council to regulate in relation to trees. This enabling legislation is broad in that it is not limited only to protecting existing trees, but also allows for the requirement of new trees to be planted, even on lands where trees did not previously exist.

The City’s OCP contains a number of references to updating the Tree Bylaw to support community environmental, climate and neighbourhood goals. If approved, the “Tree Protection and Management Bylaw No. 2850, 2016” would be the second update to the bylaw since the OCP was adopted in 2005.

At the Regular Council Meeting of November 7, 2016 the following Resolution was made:

.01

TREE BYLAW NO.c 2850

4530-01

Moved by Wells and seconded by Theos that the Tree Protection and Management Bylaw be referred to staff to investigate the creation of a Select Committee of Council relating to tree protection and management.

Carried with Councillors Frisch, Hillian and Lennox opposed

This document provides Council direction (ToR) to the Chairperson and members of this select committee as required by the *Community Charter* and *Council Procedure Bylaw No. 2730*.

2. ROLE:

This committee is created under the authority of s. 142 of the *Community Charter* (excerpt of applicable sections is attached for convenience). This provides that a council may “establish and appoint a select committee to consider or inquire into any matter and to report its findings and opinion to the council”. It will function in accordance with *Council Procedure Bylaw No. 2730* (attached for convenience).

The Council “Select Committee on Tree Protection and Management Bylaw No. 2850” is created to inquire into the views of the City’s environmental and development communities on the application of the bylaw. The committee will ascertain the existence of any gaps in the respective views of these two communities of interest and provide recommendations to Council on ways or means to reconcile any such gaps.

3. MEMBERSHIP AND STRUCTURE:

Council will appoint all members and they will serve at the pleasure of Council.

The committee will consist of five members:

- Chairperson
- Deputy Chairperson
- Councillor
- Representative of the City environmental community
- Representative of the City development community

The Chairperson, Deputy Chairperson and Councillor will be sitting City council members. The remaining two members will be appointed by Council from nominees made by the environmental and development communities to represent their respective views. Names of nominees should be provided in writing to the City’s Director of Legislative Services no later than noon on Friday December 9, 2016.

4. COMMITTEE PROCEDURE:

Coordination of administrative and technical support to the committee will be provided as appropriate by the Director of Legislative Services and Director of Development Services as directed by the CAO.

The Chairperson, or in his or her absence the Deputy Chairperson, is responsible to ensure procedural compliance in accordance with the *Community Charter* and *Council Procedure Bylaw No. 2730*.

5. TIME, PLACE AND NOTIFICATION OF MEETINGS:

At the first meeting after its establishment, the select committee will establish a regular schedule of meetings and provide notice to Council and the public in accordance with the *Council Procedure Bylaw No. 2730*. Meetings will comply with “Part 4, Division 3 – Open Meetings” of the *Community Charter* and will be held at the City of Courtenay Council Chambers.

6. REPORTING:

The Chairperson may report to Council at any regular meeting or must report if directed by Council. In any case, the Committee will submit its findings in a report to Council no later than February 10, 2017.

Prepared by:



David W. Love, CD, BA, LGM(Dip), PCAMP
Senior Advisor, Strategic Initiatives

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Allen". The signature is fluid and cursive, with the first name "David" and last name "Allen" clearly distinguishable.

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

Attachments – 3:

1. Excerpts - “Part 4, Division 3 – Open Meetings” of the *Community Charter*
2. City of Courtenay *Council Procedure Bylaw No. 2730*
3. City of Courtenay “Committee Meeting Agenda or Minute Procedure”



February 9, 2017

Mayor and Council, City of Courtenay
830 Cliffe Avenue
Courtenay, B. C. V9N 2J7



Dear Mayor and Council:

**Update: City of Courtenay Proposed Tree Protection Bylaw Update - Bylaw 2850
Comox Valley Development and Construction Association Feedback**

The Comox Valley Development and Construction Association wishes to thank council for their recent efforts pertaining to the Select Committee on Tree Protection and Management Bylaw No. 2850 to achieve a practical and achievable framework. As stated previously, our association supports the implementation of an Urban Forest Management Strategy to advance the community's shared environmental amenities and responsibilities. It is essential that a community-wide framework is in place to advance community-wide values.

Although all Select Committee members agreed that an Urban Forest Management Strategy is desirable, we recognize the time staff has committed to this initiative and we know there is an eagerness to update the current Tree Protection Bylaw 2850. Therefore, our association is prepared to support the proposed bylaw with the following provisions:

- 1) The City move forward with, complete and implement the Urban Forest Management Strategy in the near future.
- 2) Land owners, whether greenfield or infill sites, will have the option of achieving the Density Target of 50 stems per net developable hectare through tree replacement, retention and/or contribution to a Tree Planting and Replacement Reserve Fund, without specific retention targets.
- 3) Trees located adjacent to the street in front of the property under development (boulevard trees), regardless of whether they pre-date development or are planted at the time of construction, form an important part of the City's overall canopy cover and therefore will count toward the Density Target.

Our association believes the foregoing provisions will provide the density and canopy cover targets in a manner that is reasonable and achievable by all parties.

In closing, we wish to restate our goal of securing a practical and attainable Tree Protection Bylaw. We believe that the provisions that we have outlined above, will advance our shared environmental amenities until such time that a comprehensive Urban Forest Management Strategy can be completed and implemented.

Thank you for allowing our association to provide input into these important policy and community decisions.

Yours Truly,

J. Murray Presley
Chair, Comox Valley Development and Construction Association

Murray Presley · chairman · 951 Fitzgerald Ave, Courtenay, BC, V9N 2R6 · (250) 338-1394



HIGH GROUND

TOOLS FOR ENGAGED LEADERS

Agenda



FRIDAY, APRIL 1				
9 am – noon	PRE-CONFERENCE WORKSHOPS: Hands-on Communications (Canada Room) and Talking about Taxes (Coronet)			
10 am	Shuttle bus leaves Downtown Vancouver for Harrison Hot Springs			
1 pm	WELCOME (East Forum Room)			
1:30 – 2:45 pm	Fraser Room	Coronet Room	Canada Room	West Forum Room
	Counting Nature	Climate Action	From Controversy to Collaboration	Refugees Welcome
3:15 – 4:30 pm	Fraser Room	Coronet Room	Canada Room	West Forum Room
	Aboriginal Education	Supporting Local Food Systems	Beyond Public Hearings: You & Citizen Engagement	Addressing the Wealth Gap
6 pm	PECHA KUCHA STYLE! (Doors open at 5:45 pm, Forum Ballroom)			
7:15 pm	DINNER & KEYNOTE with Karen Joseph of Reconciliation Canada (Forum Ballroom) <i>Sponsor: Vancity</i>			
SATURDAY, APRIL 2				
from 7 am	BREAKFAST (Forum Ballroom) <i>Sponsor: United Way</i>			
8 am	BREAKFAST KEYNOTE: <i>Deepening Community</i> with Paul Born (Forum Ballroom) <i>Sponsor: UFCW Local 1518</i>			
9:15 – 10:30 am	Fraser Room	Coronet Room	Canada Room	Cascade Room
	Green Buildings	Mindfulness in Schools	Collective Impact	Reconciliation in Action
11 am – noon	EMERGING ISSUES (Forum Ballroom)			
noon – 1:15 pm	LUNCH (Forum Ballroom) <i>Sponsor: BCGEU</i>			
1:15 – 2:30 pm	Fraser Room	Coronet Room	Canada Room	Cascade Room
	Roundtable on the State of Public Education in BC	Our Future: Seniors, Socialization and Health	Telling the Story	Housing in Action
2:30 – 3:30 pm	CLOSING PLENARY (Forum Ballroom)			
4 pm	Shuttle bus leaves Harrison Hot Springs for Downtown Vancouver			

PRE-CONFERENCE SESSIONS

FRIDAY MORNING 9 am – noon

HANDS-ON COMMUNICATIONS

Want to feel more confident in your public speaking? A little leery of doing media interviews? Come join this intensive skills-based workshop on communications for elected people. We'll cover what people are looking for in their leaders, why impressions matter so much, and what you can do to be a stronger communicator today. This session will include practice and review. **MAYA RUSSELL** / Canada Room

TALKING ABOUT TAXES

Back by popular demand, this skills development workshop offers an opportunity to improve your ability to talk about taxes, inequality and economics with timely research. **SETH KLEIN** / Coronet Room

FRIDAY WORKSHOPS

FRIDAY EARLY AFTERNOON 1:30 – 2:45 pm

Participants choose one workshop

COUNTING NATURE

Natural capital assets have a clear advantage over those created by people. Cheaper to operate and maintain, they provide “free” ecosystem services, and do not depreciate. They also have a carbon advantage, but they are not accounted for in municipal budgets. Until now. The town of Gibsons is receiving international attention as the first North American municipality to integrate natural capital assets and ecosystem services into its municipal budget. Emmanuel Machado will share Gibsons' experience in developing their eco-assets strategy. Co-presenter Michelle Molnar will share the tools she is using in Gibsons to identify and value ecosystem services. **EMMANUEL MACHADO, MICHELLE MOLNAR** / Fraser Room

CLIMATE ACTION

On the world's stage in Paris last December, 196 countries reached a historic agreement on climate change. They agreed to limit global warming to well below two degrees of warming and work towards 1.5. What was it like in Paris? What will it mean for Canada and how can Canadian communities make a difference? Columbia Institute's new paper highlights key actions needed by senior orders of government to enable local governments, whose decisions impact 45% of Canada's greenhouse emissions. **CHARLEY BERESFORD, CHRISTINE BOYLE, KAREN FARBRIDGE** / Coronet Room

FROM CONTROVERSY TO COLLABORATION

Elected officials are only too familiar with the fierce controversies that can arise around municipal issues. From re-zoning applications to parking regulations to gender-inclusive washrooms – policy questions that residents and stakeholders feel immediately affected by often spark polarized public debate. Drawing on recent examples, this workshop will explore how elected officials can engage the public and enable collaboration for solutions that are owned and supported by the community. **ROBIN PREST, SEBASTIAN MERZ** / Canada Room

REFUGEES WELCOME

The global refugee crisis has rattled the world. More than 26,000 Syrian refugees have arrived in Canada in the last few months, with many more on the way. How do we support refugee youth in our schools? How do we create welcoming, inclusive spaces for newcomers? This panel brings together speakers from the grassroots, non-profit and education sectors to begin to answer these questions and speak to how our communities can make “refugees welcome.” **JEFF CALBICK, DANNY RAMADAN, DIEGO CARDONA** / West Forum Room

FRIDAY LATE AFTERNOON 3:15 – 4:30 pm

Participants choose one workshop

ABORIGINAL EDUCATION

Carol Bellringer is BC's Auditor General. Her 2015 audit of the education of aboriginal students in the BC public school system examined whether the BC government had achieved its target of closing the gaps in education outcomes between aboriginal and non-aboriginal students. The report says “educators, administrators and decision makers need to know what is working and what should change” and makes 11 recommendations. Deborah Jeffrey of the First Nations Education Steering Committee will share FNEESC directions in aboriginal education and offer insights on the Auditor General's report. **CAROL BELLRINGER, DEBORAH JEFFREY** / Fraser Room

SUPPORTING LOCAL FOOD SYSTEMS

In the context of climate change, support for local food systems, including farmland, farmers and people involved in the production, processing and distribution of food, is increasingly important. This panel brings together elected officials working in a rural and urban context and leaders in sustainable agriculture to discuss how local governments can increase support for local food systems as part of a broader strategy of building healthy, sustainable communities. **HAROLD STEVES, HANNAH ROESSLER, BEN ISITT** / Coronet Room

**BEYOND PUBLIC HEARINGS:
YOU AND CITIZEN ENGAGEMENT**

The basis for good representation in a democracy is citizen engagement. Easier said than done. How can citizen engagement be done effectively beyond public meetings? How can elected leaders be accessible, yet retain personal privacy? Is the playing field different for women and men when it comes to social media? This workshop explores formal and informal structures through the lens of three experienced civic leaders. **DONNA MACDONALD, TAYLOR BACHRACH, KAREN FARBRIDGE** / Canada Room

ADDRESSING THE WEALTH GAP

According to the 2016 Oxfam report, 63 people in the world have as much wealth as 50 per cent of the rest of us. The wealth gap is widening. Living Wage is gaining local government champions and the call for a \$15 minimum wage grows stronger. Meanwhile, in a blast from the past, Canada's 1970s experiment with Mincom in Dauphin, Manitoba has reignited a national conversation about guaranteed annual income. **EVELYN FORGET, IRENE LANZINGER, GREG MOORE** / West Forum Room

FRIDAY DINNER + KEYNOTE 7:15 pm

with **Karen Joseph**



KAREN JOSEPH is CEO of Reconciliation Canada, a non-profit that seeks to promote understanding of the Canadian Indian residential school system, which forcibly relocated First Nations, Inuit and Métis children into boarding schools from the late 1800s until the 1960s, as well as the reconciliation process begun by the Truth and Reconciliation Commission. Karen brings 18 years of experience inspiring diverse partners to collaborate on strategic planning processes that support effective change to the organization. She also brings both experiential

and researched knowledge regarding the impacts of multi-generational trauma and upholds a lifelong commitment to providing individuals with opportunities to achieve their highest potential. / Forum Ballroom / Sponsored by Vancity



PECHA KUCHA! 6 pm

Find out about our community leadership and innovative progressive initiatives with fast-paced presentations from civic-minded movers and shakers in **20 SLIDES WITH 20 SECONDS PER SLIDE**. / Forum Ballroom



RYAN DVORAK, Building Community and Sustainability in Schools



DEB CAMERON-FAWKES, Metro Vancouver Alliance



DONNA MACDONALD, Surviving City Hall



ANNA PURCELL, Solar Garden



NIKI SHARMA, Women Transforming Cities



ELIZABETH SHEEHAN, Small Business and Climate Change



ELLEN WOODSWORTH, A Place for Everyone

SATURDAY BREAKFAST AND KEYNOTE breakfast from 7 am, keynote at 8 am

with Paul Born



PAUL BORN grew up in BC's Fraser Valley as the son of Mennonite refugees. This in part is what made him curious about and engaged in ideas that cause people to work together for the common good, work he describes as collective altruism. Paul believes that when people feel a sense of connection to their neighbours they are happier, healthier and more effective. They are also more engaged and prepared to collaborate on ideas to strengthen our institutions and families. Engaged citizens contribute more financially and of their time to building a great city making all of our jobs easier. / Forum Ballroom / Sponsored by UFCW Local 1518

SATURDAY WORKSHOPS

SATURDAY MORNING WORKSHOPS 9:15 – 10:30 am

Participants choose one workshop

GREEN BUILDINGS

How can local government lead the way in accelerating GHG emission reductions? One way is through buildings, specifically through energy retrofits, stretch building codes and other green building levers. Learn about legislative and governance changes that would make a difference. **ROB DUFFY, KAREN TAM WU, BOB BARTER** / Fraser Room

MINDFULNESS IN SCHOOLS

A mindfulness initiative, nurtured by the Roberts Creek Community School and embraced by the Board of School District No.46 (Sunshine Coast) is rapidly becoming an integral part of the school district culture. The success of the program speaks to the value of community schools, collaborative partnerships and the leadership of trustees. This workshop shares the story of how the program has been operationalized and discusses the science behind why mindfulness training deeply supports social and emotional learning. The workshop will also explore what Mindfulness is through both discussion and experiential training. **RAHUL GUPTA, BETTY BAXTER** / Coronet Room

COLLECTIVE IMPACT

Community-wide change requires us to adopt a systems-change lens and employ key principles that advance large scale change. The five core principles of collective impact are: Build a common agenda; Develop a shared measurement system; Support mutually reinforcing activities; Continuous Communication; and Build a backbone organization. This workshop will give you an introductory overview of the collective impact approach. **PAUL BORN** / Canada Room

RECONCILIATION IN ACTION

The ongoing effects of colonization have placed Indigenous people in Canada on the negative side of many social, health and economic indicators. Municipal leaders have a variety of tools available to begin to address these challenges in collaboration with Indigenous communities. This interactive workshop will provide information and space to explore, discuss, and develop actions to “do” reconciliation and decolonization in your community. **JUSTIN WIEBE, ZOË GREIG, TASHA HENDERSON** / Cascade Room

EMERGING ISSUES 11 am to noon

A fast-paced plenary that spotlights the latest trends and issues in our communities through punchy presentations. / Forum Ballroom



EVELYN FORGET,
Guaranteed Annual Income



SONIA FURSTENAU,
Grassroots in the Watershed



NORMAN GLUDOVAZT,
Organizing for Education
through Narrative



SETH KLEIN,
The Leap



DANNY RAMADAN,
Syrian Refugees



STEPHANIE SMITH,
Marijuana in Liquor Stores

SATURDAY AFTERNOON WORKSHOPS 1:15 – 2:30

Participants choose one workshop

ROUNDTABLE ON THE STATE OF PUBLIC EDUCATION IN BC

What Does it Mean to You? Join your fellow trustees to explore the state of public education in BC. Are schools still able to deliver on the Heart of the Community expectations of their neighbourhoods? What happens when the “Low Hanging Fruit” isn’t? What can trustees do to engage their public and make the case for public education? **JONINA CAMPBELL, ELSIE MCMURPHY** / Fraser Room

OUR FUTURE: SENIORS, SOCIALIZATION AND HEALTH

A wave of aging baby boomers is coming to your community soon. Is your municipality ready? What’s the role of municipalities in maintaining senior’s health? You’ll hear the findings from a new report on seniors, socialization and health and new research on fragmentation in senior’s health services in BC, along with a lively dialogue about public policy implications. **GLORIA LEVI, MARCY COHEN** / Coronet Room

TELLING THE STORY

Whether you are bringing your municipal council or school board colleagues on board with a new idea or sharing a new policy with the public, your communications will be more effective if you can tell the story well. You’ll have a chance to practice and leave with tools that you can use to help with meetings and presentations for anywhere between 2 and 200 people. **KEVIN MILLSIP** / Canada Room

HOUSING IN ACTION

From boomtowns to big urban centres, the cost of housing is running away from household incomes. Locally elected leaders are finding innovative ways to take action. Bring your leadership story to the table for a lively, inspiring discussion in the context of new directions on housing outlined in federal minister mandate letters. Highlights from Tye Solutions Society’s Housing Fix, a yearlong investigative reporting project kick off this round table discussion on housing. **KATIE HYSLOP, DAVID P. BALL** / Cascade Room

Presenters



TAYLOR BACHRACH was elected Mayor of Smithers in 2011 and is currently serving his third term in local government. In addition to his elected role, he owns and runs Bachrach Communications, a small web and graphic design company. Taylor and his wife Michelle have two young daughters and in their spare time enjoy skiing, biking and paddling. *Beyond Public Hearings – You and Citizen Engagement*



DAVID P. BALL reports on housing for the Tyee Solutions Society. He is also staff reporter at TheTyee.ca, and has been published in the Toronto Star, CBC.ca, VICE, National Post, 24 Hours, Daily Mail UK, Georgia Straight, and several nonfiction anthologies. David has won Canadian Association of Journalists and Jack Webster Foundation awards. Born in Ottawa, raised in Quebec, steeped in Winnipeg and now based in Vancouver, he studied journalism and political science at the University of Victoria. After years living in somewhat grimy, overcrowded communal hovels, he happily rents a 500 sq ft apartment but hopes to move into a co-op or co-housing. *Housing in Action*



BOB BARTER is a Project Manager of Salamander Inspections, a BC Insulators Union subsidiary that provides energy assessments for mechanical systems in Canada. Bob holds a Red Seal Journeypersons ticket at Local 118 and is a Recording Secretary and Pension Trustee. Bob has also spent time as a Certified Technologist in the asbestos abatement field. His construction experience in BC's commercial and industrial construction dates back to 1975. Bob has also been involved with Local 118's green campaign focusing on the benefits of mechanical insulation, energy conservation and greenhouse gas reduction. *Green Buildings*



BETTY BAXTER is an outspoken and passionate advocate of social justice, particularly equality on gender and sexual orientation. She is a former Olympic athlete, coach, Member of Parliament candidate, and civic leadership instructor. She is an adult educator who is passionate about ethical leadership in public life. As a consultant she has focused on harassment awareness, conflict resolution,

and mediating workplace conflicts. She has a Masters in Psychology of Sport with a thesis on Communication in Coaching. She lives and farms in Roberts Creek and serves as chair of the Board of Education for School District 46 (Sunshine Coast). *Mindfulness in Schools*



CAROL BELLRINGER, FCPA, FCA, is the Auditor General for the Province of BC and was formerly the Auditor General of Manitoba, and the City Auditor of Winnipeg. She possesses an extensive background in conducting financial statement audits, performance audits, and investigations. Ms. Bellringer is a Chartered Professional Accountant, and holds a Bachelor of Commerce from Concordia University, and an MBA from the Warsaw School of Economics and the University of Quebec, Montreal. She was named a Fellow of the Chartered Accountants of Manitoba in 2006, and BC in 2015, in recognition of her contributions to the community and the profession. *Aboriginal Education*



CHARLEY BERESFORD is the Executive Director of the Columbia Institute, a public policy think tank in Vancouver. Charley attended the UNFCCC climate discussions in Copenhagen (2009) and Paris (2015) and regularly contributes research and analysis on sustainability and emerging public policy issues. Under her stewardship, the Institute has developed four research streams, helping shape the public discussion and related actions around these issues. The Institute's Centre for Civic Governance has created a setting for locally elected leaders to explore policy solutions for challenges in their communities. From 1996 to 2008, Charley served as a School Board Trustee in Victoria. *Climate Action*



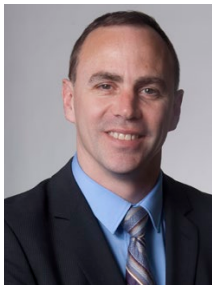
PAUL BORN is co-founder and President of Tamarack—An Institute for Community Engagement, a leader on issues of place, citizen engagement, collective impact, and community innovation. The author of four books, including two Canadian best sellers, Born is internationally recognized for his community-building activities that have won awards from the

United Nations and as a senior fellow of Ashoka, the world's largest network of social innovators. Paul Born grew up in the Fraser Valley as the son of Mennonite refugees. This in part is what made him deeply curious about and engaged in ideas that cause people to work together for the common good, work that he describes as collective altruism. *Saturday morning keynote; Collective Impact*



CHRISTINE BOYLE is a community organizer raised on unceded Coast Salish Territories. She spent the past five years leading Strategic Communications at the Columbia Institute, and currently spends her time doing interfaith engagement on climate justice. She directs programs for Fossil Free Faith Canada, is the Minister of Community Life at Canadian Memorial

United Church, and was a delegate of the United Church of Canada to the COP21 Paris Climate Talks. She has an MA in Spiritual Leadership for Social Change from Berkeley, CA, and a BSc in Urban Agriculture and First Nations Studies. *Climate Action*



JEFF CALBICK has been a leader in the United Way movement for many years. He believes strongly in inspiring people and organizations to give back to their community and celebrating what we can do together. In his role with United Way, Jeff has developed philanthropic investment strategies to address critical social issues, connecting individual and

corporate donors with causes that matter. Educated in Psychology and Urban Studies, Jeff has also been trained in non-profit leadership, business development, conflict resolution and Board development. Jeff has experience with the Cooperative sector and in business development with BC's Ministry of Management Services. *Refugees Welcome*



DEB CAMERON-FAWKES sits on the Board of the Metro Vancouver Alliance, an alliance of labour, community, educational, and faith organizations. MVA's membership builds relationships across sectors, identifies common concerns, and develops grassroots campaigns for social change, including its work to make the City of Vancouver a living wage

employer. Deb is a retail worker, an activist with United Food and Commercial Workers Union, and also a theologian and preacher at the intersection of politics and spirituality. *Pecha Kucha*



JONINA CAMPBELL is a strong advocate for public education. As a parent, a teacher and a school trustee, Jonina understands the essential role that public education plays in ensuring a truly democratic society. Jonina has been a public school teacher for 18 years, teaching both intermediate and primary grades. She is currently a resource and English language teacher in the Richmond

School District. Wanting to play a larger role in advocating for a strong public education system, Jonina successfully ran for School Board trustee in New Westminster in 2011 and is now the Board Chair of the School Board. *Roundtable on the State of Public Education in BC*



DIEGO CARDONA arrived to Canada in 2005 with his mom and his sister as a refugee from Colombia. Diego is a member of the Fresh Voices Youth Advisory Team, an initiative that engages immigrant and refugee youth from across the province in dialogue and action. He is a graduate of the Multicultural Youth Circle Program, a current member of Pave the Road BC, formerly known as Action

Team, and a member of Vancouver Foundation's Youth Philanthropy Council. *Refugees Welcome*



MARCY COHEN has worked with or volunteered for community and social movement organizations her entire life. This includes working for the federal and provincial governments, a provincial and national women's organization, post-secondary institutions and a large health care union. As a researcher and policy consultant, Marcy has worked on issues of gender and income inequality, healthy

aging strategies, community health restructuring and health system innovation. Marcy is currently a research associate with the CCPA-BC and an adjunct faculty member in Health Sciences at SFU. *Our Future: Seniors, Socialization and Health*



ROB DUFFY is the coordinator of the Sustainable Communities Initiative. From 2009 to 2014, he was a research analyst with the Columbia Institute. Today, he is one of the Columbia Institute's first research associates. Prior to that, he held research and policy positions in the Canadian parliament and BC legislature. *Green Buildings*



RYAN DVORAK is an educator at Alberni District Secondary School in SD 70. A teacher since 1998, Ryan has worked with the team at ADSS to build natural resources programs since starting there in 2009. Ryan has spent years building project-based learning, sustainable resource management, and forestry programs on local and provincial levels. Ryan began teaching after a career in a variety of pursuits, which helped him to bring a range of skills into the classroom, linking curriculum with the real world. *Pecha Kucha*



KAREN FARBRIDGE is President of Karen Farbridge & Associates and former mayor of Guelph. During her 11 years as mayor, she championed sustainability and citizen engagement in city building. Karen believes low-carbon cities are a solution to global warming and that the way we build cities will not only decide the fate of the planet, it will also determine our quality of life and wellbeing. She was an early advocate of local government leading community energy planning recognizing the approach as a tremendous platform for engagement and releasing the ingenuity of communities to combat climate change and reduce GHG emissions. *Climate Action; Beyond Public Hearings – You and Citizen Engagement*

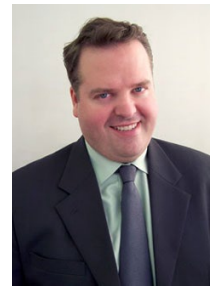


EVELYN L. FORGET is a health economist and professor in the School of Medicine at the University of Manitoba, and Kierans-Janigan Visiting Scholar at Massey College (University of Toronto). She received the Mike McCracken Award in Economic Statistics from the Canadian Economics Association for her research on income security and Guaranteed Annual Income, and the Queen Elizabeth II Diamond Jubilee Medal in recognition of her work in partnership with low-income Canadians. *Addressing the Wealth Gap; Emerging Issues*



SONIA FURSTENU was elected to represent Shawnigan Lake in November 2014 amid a contentious battle between the community and provincial government over a contaminated landfill site. She has worked with Shawnigan residents to build a community of engaged and empowered citizens. Prior to being elected,

Sonia was teaching high school. She has a Master's in History from UVic and has been involved in grassroots advocacy with Results Canada and Citizens Climate Lobby. *Emerging Issues*



NORMAN GLUDOVATZ is a public engagement specialist. Norman trained with Harvard Professor Marshall Ganz in the use of story-telling as both an organizing and communications tool that compels people to action. He has a master's in professional communications from Royal Roads University—his thesis was a study of why people don't vote. Norman works as a communicator for the Federation of Post-Secondary Educators and is currently crafting compelling stories about why we need to invest in post-secondary education—*openthedoors.ca*. *Emerging Issues*



ZOË GREIG is of Scottish, Irish, and German descent. She feels blessed and honoured to be a visitor, living and working, on the unceded ancestral territory of the Musqueam/xʷməθkʷəy̓əm, Squamish/Sk̓wx̓wú-7mesh, and Tsleil-Waututh/Selilwítulh. Zoë's diverse professional background includes community development, qualitative research, and program management. She has spent time working locally and internationally on a variety of projects, all distinct, but similar in their overall aim of working toward finding local solutions to unique community issues. She has an MA in Indigenous Community Planning from UBC and a BA (Hons) in Geography from UVic. *Reconciliation in Action*



DR. RAHUL GUPTA, MD works as an integrative medical physician, professional coach and mindfulness instructor. Endorsed by the Center for Mindfulness to facilitate mindfulness-based stress reduction programs, he offers this service to both professionals and patients. Since 2014 Rahul has worked with “Mind the Gap,” a mindfulness project that aims to build social emotional capacity in the school community (Roberts Creek Community School). He lives and works in Gibsons and travels across the province to speak on the topics of patient self-management and physician self-care. *Mindfulness in Schools*



TASHA HENDERSON has a decade of experience working with non-profits in rural and urban centres across Canada. Her portfolio spans from frontline experience with marginalized communities to managing diverse strategic planning and community development projects on issues such as housing, youth, human trafficking and civic engagement. Tasha specializes in facilitating community dialogues, graphic facilitation and workshop development on social justice issues. She has a Master's in Planning from UBC, a BA in Sociology and Cultural Anthropology and a Certificate in Leadership from Memorial University. *Reconciliation in Action*



KATIE HYSLOP As education and youth issues reporter for The Tye Solutions Society, Katie has reported on current struggles and best practices BC's education and youth services for over four years. Originally from Newfoundland, Katie's interest in social justice reporting stems from a (misguided) belief that her home province was Canada's poorest. *Housing in Action*



BEN ISITT is a city councillor and regional director in Victoria. His priorities include supporting local food systems, expanding parks and active transportation options, and increasing housing affordability and social justice in the city and region. Alongside his public duties, Ben is a historian and legal scholar affiliated with the University of Victoria Faculty of Law and the SFU Labour Studies Program. He is the author of three books that examine the connection between social movements and the state in Canada and around the world. *Supporting Local Food Systems*



DEBORAH JEFFREY is a member of the Tsimshian Nation and the Executive Director of the First Nations Education Steering Committee (FNESC). She has a Master's in Education and a law degree and has worked for three decades to advance quality First Nations education locally, provincially and nationally. In past years, Deborah has served as president of the Tsimshian Tribal Council, Co-Chair of the National Working Group on First Nations, and Co-Chair of the BC Teachers' Federation Task Force on Aboriginal Education. *Aboriginal Education*



SETH KLEIN is the BC Director of the Canadian Centre for Policy Alternatives, a research institute committed to social, economic and environmental justice. Seth holds a BA in international relations and a B.Ed from the University of Toronto, and an MA in political science from SFU. He has been a social activist for over thirty years. A former teacher, Seth is co-chair of the BC Poverty Reduction Coalition and an advisory board member with the Metro Vancouver Living Wage for Families campaign and with the Columbia Institute's Centre for Civic Governance. Seth is also an advisor and instructor for Next Up, a leadership program for young people committed to social and environmental justice. *Talking About Taxes; Emerging Issues*



IRENE LANZINGER is a member of the Columbia Institute's Board of Directors. She has also been the President of the BC Federation of Labour since November 2014. The BCFED represents more than 500,000 working people from affiliated unions across the province, in every sector of the economy. Irene is the first woman to be elected as President of the BCFED. She has a long history as a strong leader in the labour movement and is deeply committed to advancing equality, protecting vulnerable workers, and strengthening workplace safety. Prior to being elected President, she served as Secretary-Treasurer for the BCFED from 2010 to 2014. *Addressing the Wealth Gap*



GLORIA LEVI is the founder and former coordinator of Integrated Care Advocacy, dedicated to advocate for a non-fragmented, team-oriented delivery system of health care to elders in the community. She was a Councillor on Coquitlam City Council from 1981 to 1984, when she resigned for personal reasons. A gerontologist with more than 30 years in the field, Gloria holds a BA from State University of Iowa, an MA from Oregon University, and a graduate certificate in gerontology from the Center for Aging at University of Oregon. She has been a recreation therapist, social worker, author, and activist. Her book, *Dealing with Memory Changes as You Grow Older* has been printed in six languages. She was the founder of Habitat for Humanity of Greater Vancouver from 1997 to 2004. *Our Future: Seniors, Socialization and Health*

HIGH GROUND: TOOLS FOR ENGAGED LEADERS



DONNA MACDONALD served on City Council in Nelson for 19 years, beginning in 1988. She spearheaded many projects including cultural development, affordable housing, recreation facilities and action on climate change. She was a leader of the Osprey Community Foundation and the Nelson CARES Society. She has been involved with

libraries for many years and is currently president of the BC Library Trustees Association. In 2015, she received a BC Community Achievement Award. Most recently, she published a book titled *Surviving City Hall. Beyond Public Hearings: You and Citizen Engagement*; *Pecha Kucha*



EMANUEL MACHADO is the CAO of the Town of Gibsons. For more than twelve years, he has worked with communities across Canada, promoting a greater use of renewable energy, net-zero buildings, water strategies, social plans and sustainability frameworks, all with a focus on people. Recently, Emanuel developed a program called Eco-Assets,

which recognizes the role of nature as a fundamental component of the municipal infrastructure system, leading to a greater understanding of the value of ecosystems services and improved financial and operational management plans of the community's natural assets. *Counting Nature*



ELSIE MCMURPHY was elected to a fourth term as a school trustee in School District 63 (Saanich). A former teacher and BC Teachers' Federation president, she has also served as a municipal councillor in North Saanich. *Roundtable on the State of Public Education In BC*



SEBASTIAN MERZ's approach to dialogue-based engagement is inspired by his background in peace research, conflict resolution and the study of democracies and rooted in his dialogue process work on city and land-use planning, transportation, sustainability, labour market and other policy issues. Sebastian has a Master's in Political Science from Freiburg University, Germany and has received training in dialogue facilitation, civic and stakeholder engagement, conflict resolution and mediation at SFU, the Justice Institute of BC, and Uppsala University, Sweden. *From Controversy to Collaboration*



KEVIN MILLSIP founded and runs a national youth leadership program called Next Up, which operates in six cities across Canada. Kevin co-founded Check Your Head, has been a Vancouver School Board Trustee, and currently serves on the boards of the Columbia Institute Centre for Civic Governance, Canadian Centre for Policy Alternatives, Small Change Fund, and Theatre for Living.

Telling the Story



GREG MOORE is an avid transit user and bike rider and is often seen peddling around town getting from one place to another (thank goodness Port Coquitlam is flat for the most part!). He loves taking morning walks with his wife Erin and their dog Molly in his neighbourhood and around their community. Greg is well known for

being a practical joker and has a great sense of humour; you can often hear his laughter permeating from somewhere within City Hall. He gives back to the community in many more ways outside of being the Mayor of Port Coquitlam. *Addressing the Wealth Gap*



MICHELLE MOLNAR is an Environmental Economist and Policy Analyst at the David Suzuki Foundation. She leads the Lower Mainland Natural Capital Project, which focuses on the conservation of natural capital using various tools of ecological economics, policy analysis, and public outreach. She also teaches Introduction to Ecological Economics

at BCIT through the Sustainable Business Leadership Program and is President of the Canadian Society for Ecological Economics. Michelle has an MA in Public Policy from SFU, an MA in Philosophy from the University of Western Ontario, and an Honors BA in Economics and Philosophy from the University of Western Ontario. *Counting Nature*



ROBIN PREST's approach to public engagement is impact-oriented, drawing upon backgrounds in dialogue, project management, systems thinking and the psychology of change. Robin has implemented a range of public engagement and dialogue-based initiatives in fields such as governance, transportation, neighbourhood

planning and human rights. Recent examples of his work include managing a deliberative dialogue to resolve parking and access conflicts in North Vancouver's Deep Cove community, and helping to design the most comprehensive stakeholder dialogue ever held to explore the reconciliation of historical and contemporary injustices in Canada. *From Controversy to Collaboration*



MAYA RUSSELL brings 20 years of experience to working to help elected people better connect with the public. She has been senior staff to MLAs, MPs, cabinet ministers and most recently the leader of the Official Opposition. Maya has a background in advertising and cause communications. *Hands-on Communications*



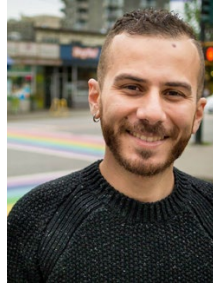
ANNA PURCELL is originally from Halifax, making her way to Nelson in 2008, by way of Vancouver, Victoria, and Gabriola Island. Anna has supported herself as registrar and activities and homestay coordinator at a busy private ESL college in Vancouver, a self-employed artist, and through running her own book business. She has taught theatre sports and felting workshops, is active

with Amnesty International, and serves as the volunteer coordinator for the Civic Theatre. Anna works at Maple Rose store on Baker Street and is keen to work with others to ensure Nelson is green, prepared, connected, inclusive, fair, prosperous, attractive, and gloriously self-expressive. *Pecha Kucha*



NIKI SHARMA is a lawyer with a practice in aboriginal law at Donovan and Company. She works with survivors of the residential school system. She was formerly elected as a Park Commissioner for the City of Vancouver and served as Chair of the Park Board. As a Commissioner, she led the Park Board's opposition to the Kinder Morgan Pipeline expansion and worked on reaching

the goals of the Greenest City Action Plan. She is currently a member of the Women's Advisory Committee for the City of Vancouver and is passionate about equity, justice and taking action on climate change. *Pecha Kucha*



DANNY RAMADAN has found his calling in activism, civil society, journalism and creative writing. As an LGBTQ activist, he coordinates online and on the ground efforts to support gender and sexual minorities in Egypt, Turkey, Lebanon, as well as his birthplace of Syria. Danny is QMUNITY's Volunteer Coordinator, where he advocates for democracy, social justice and LGBTQ

refugees' rights. He demonstrated his commitment to these causes through his involvement with organizations in the Middle East, as well as his experience as a former gay refugee. Danny has written for the Washington Post, The Guardian and Foreign Policy. He is also an author of two short stories collections in Arabic. *Refugees Welcome; Emerging Issues*



ELIZABETH SHEEHAN is co-founder and president of Climate Smart Business Inc., an award winning social enterprise and B Corp. Climate Smart offers a unique blend of training, advisory, software, certification and data services to engage small and medium sized businesses for governments, financial institutions and transport hubs. Elizabeth brings 20+ years experience

working with private sector, philanthropic and government partners to scale up innovative business-focused programs with economic and environmental impact. She holds degrees from the University of California, Berkeley (BSc), and Cornell University (MRP). *Pecha Kucha*



HANNAH ROESLER is passionate about plants and has a deep commitment to food sovereignty issues. She has an MA in Environmental Studies from the University of Victoria, where she explored how organic farmers in the Pacific Northwest perceive climate change and adapt to changing environmental conditions at the farm level. Her research interests also span agroecology, community engagement

in food security, permaculture, and traditional land-management and cultivation techniques. Hannah has international permaculture and farming experience, having developed programs on sustainable food production, food security and health. *Supporting Local Food Systems*

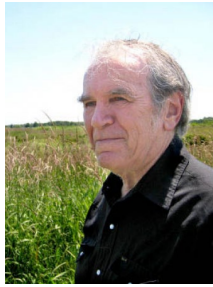


STEPHANIE SMITH is the first woman elected president of the BC Government and Service Employees' Union (BCGEU), representing 67,000 members at 550 different employers and BC government ministries. Stephanie was elected at the union's convention in May 2014. An early childhood educator by training, Stephanie began her involvement with the labour movement in 1981 – first in

New Zealand, and then in BC with the Children's Services Employees' Union, which merged with BCGEU in 1995/96. A tireless advocate for worker rights, young workers, and equity groups, Stephanie has spoken at provincial, national and international conferences on behalf of BCGEU members. *Emerging Issues*

HIGH GROUND

TOOLS FOR ENGAGED LEADERS



HAROLD STEVES has served on Richmond City Council continuously since 1977, served as an MLA, is a founder of the Agricultural Land Reserve, and is the south coast director of the BC Groundfish Development Authority. Descended from a pioneer Richmond farming family, Harold operates the family

farm in Steveston with his wife Kathy and is active in community life in the Steveston area. He is particularly interested in the preservation of farmland, heritage preservation, and environmental issues. *Supporting Local Food Systems*



KAREN TAM WU advocates for policy leadership to curb emissions and energy consumption from BC's buildings sector, collaborating with industry, as well as provincial and municipal governments. Prior to joining the Pembina Institute, Karen worked with First Nations, communities, government and

industry on conservation initiatives in BC's Great Bear Rainforest and Sacred Headwaters. Karen also worked with forest companies worldwide for over a decade developing and implementing sustainable forest management systems. *Green Buildings*



JUSTIN WIEBE is michif (Métis) from Saskatoon, SK, who lives as an uninvited guest on the traditional territory of the Squamish, Tsleil-Waututh and Musqueam peoples in Vancouver. Justin works as a researcher, program evaluator and planner and volunteers his time on a number of boards and

committees. He is especially interested in Indigenous planning and decolonization in the city, social and environmental justice, art and design, and education and community development. Justin has a Master's in Indigenous Community Planning from UBC and a BA in Indigenous Education from the University of Saskatchewan. *Reconciliation in Action*



ELLEN WOODSWORTH is the Chair of Women Transforming Cities International Society (WTC). She is an international speaker and urban consultant on gender and inter-sectional planning. A former Vancouver City Councillor and representative on the Executive of UBCM, LMTAC and Alternate at Metro, Ellen provides workshops for cities and NGOs using "Advancing Equity

and Inclusion a Guide for Municipalities" available at www.women-transformingcities.org endorsed by the FCM, CCMARD, UNESCO and several universities. WTC launched the "Hot Pink Paper Campaign" outlining 11 key issues to make cities work for women and girls and are working on a UN Habitat project. *Pecha Kucha*

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P.O. Box 11171, Royal Centre
2600 – 1055 West Georgia Street, Vancouver, BC Canada V6E 3R5
t: 604-408-2500 | e: info@columbiainstitute.ca





Royal Canadian Mounted Police Gendarmerie royale du Canada

Security Classification/Designation

Officer in Charge
Comox Valley Detachment
800 Ryan Road
Courtenay, B.C.
V9N 7T1

Your File

Mayor and Council
City of Courtenay
830 Cliffe Avenue
Courtenay, B.C.
V9N 2J7

Our File

2017-02-06

Dear Mayor and Council

Comox Valley Detachment 2017 Annual Performance Plan Consultation

As in previous years, beginning in April, RCMP detachments begin a new cycle of the Annual Performance Plan (APP). The APP provides a mechanism for planning and tracking of issues that are of importance to communities within each distinctive detachment area.

As in past years we are writing to a variety of stakeholders and partners within the Comox Valley to solicit ongoing input on what is of importance to each community or organization. As in past years, myself or my designate have met with a variety of stakeholders from the Comox Valley. These meetings and/or informal discussions offered the Detachment an opportunity to gather feedback on what issues were of the greatest importance to the community.

Last year these consultations led to the identification of five issues as being of greatest importance to the community. Those issues were: Traffic - Road Safety, Organized Crime - Drug Trafficking/Street Level, Violence - Domestic Violence, Crime Reduction - Prolific offenders and Police / Community Relations.

The community's priorities, once identified, will be used in the Detachment's APP decision making process and will help ensure that the community's priorities are taken into account along with the Provincial and National priorities. Some of the initiatives that affected you were in line with last years Provincial Priorities which were Road Safety, Organized Crime and Crime Reduction.

I welcome your feedback on this years community priorities prior to February 28, 2017. Once finalized, you will be provided with a copy of the 2017 Annual Performance Plan and its identified priorities.

Should you have any questions or concerns regarding this years community priorities, I welcome and encourage you to contact me at any time.

Sincerely



Tim Walton, Inspector
Officer in Charge, Comox Valley RCMP
250-338-1321

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2864

A bylaw to amend Zoning Bylaw No. 2500, 2007

The Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as “**Zoning Amendment Bylaw No. 2864, 2017**”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) by rezoning Lot 46, District Lot 159, Comox District, Plan 31655 (1066 Evergreen Avenue), as shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, from Residential One Zone (R-1) to Residential One S Zone (R-1S); and
 - (b) That Schedule No. 8, Zoning Map be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 16th day of January, 2017

Read a second time this 16th day of January, 2017

Considered at a Public Hearing this 6th day of February, 2017

Read a third time this _____ day of _____, 2017

Finally passed and adopted this _____ day of _____, 2017

Mayor

Director of Legislative Services

